

**Fort Bend County Tabulation
Bid 20-085
Shower Renovation in Fort Bend County Jail**

**Recommendation: Base Bid Option 1
(funding: 2020 Certificates of Obligation)**

Description	Nash Industries Inc., Houston, TX	Integrated Contract Systems, Inc., Willis, TX	Gadberry Construction Company, Inc., Houston, TX
	Form 1295		
	Yes		
Base bid, Option 1, M-F:	\$958,000.00	\$976,516.00	\$1,613,175.00
Base bid, Option 2, M-Sun:	\$995,000.00	\$1,101,516.00	\$2,016,468.00
Alternate 1:	\$75,860.00	\$43,973.00	\$75,247.00
Alternate 2:	\$188,536.00	\$216,458.00	\$227,514.00
Completion Time for base bid in calendar days	193	120	463



**BID 20-085
SHOWER RENOVATION**



**Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469**

ORIGINAL

Bid Due - August 4, 2020 @ 2:00PM

**Nash Industries, Inc.
6610 Supply Row
Houston, Texas 77011
281.829.4815**

Jennifer Nash, President - jnash@nashindustriesinc.com
Christopher Nash, Vice President - cnash@nashindustriesinc.com

The information contained in this proposal is accurate and true to the best of my knowledge.

Certified by:  _____



NASH INDUSTRIES BUILDING A LEGACY OF EXCELLENCE

August 4, 2020

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson Ave, Suite 201
Richmond, TX 77469

Re: Shower Renovation 20-085

Dear Selection Committee:

Since 1999, Nash Industries, Inc. has been partnering with a diverse range of private and government entities as a sophisticated general contractor. We are a “hands-on” woman-owned business enterprise where our company owners and principals remain highly involved, focusing on proper construction processes to ensure the best quality and value on every project.

Our core values include transparency, commitment to quality and financial integrity. We believe our values and experience allow us to provide a first-rate project delivery on-time and on-budget. We are fully prepared to perform whatever your projects require. Above all else, our number one priority is keeping our employees, team and clients safe. Our decades of experience and expert staff guarantee a safety-driven construction site. We take great pride in our zero incidents track record.

At Nash Industries, we feel that open communication is of the utmost importance for our clients. We utilize the latest collaboration software and tools to make sure everyone is in the loop on the project’s status. We provide access to all project reports, meeting minutes, photos and much more to keep our clients updated regularly.

Our extensive qualifications and experience allow us to understand and meet the specific needs of each client on time and within budget without sacrificing quality. We are proud to provide warranties on workmanship that go above and beyond all industry standards as a way of showing our commitment to excellence. We understand the importance of our customers’ financial investment in the projects we are honored to partner on. We work closely with all qualified vendors and suppliers to ensure the best quality and the best prices possible for our customers.

Nash Industries, Inc. is proud to be included in the University of Houston Cougar 100, Choice Partner Coop, and be a Texas HUB Certified business.

Herein, you will find our resumes, team qualifications, methods and procedures.

Thank you for your consideration,

Christopher Nash
Vice President
cnash@nashindustriesinc.com

Nash Industries, Inc.
6610 Supply Row Houston TX 77011
O: 281-829-4815 | F: 281-783-2458
www.nashindustriesinc.com



COUNTY PURCHASING AGENT
Fort Bend County, Texas
Vendor Information

Jaime Kovar
 County Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	Nash Industries Inc		
Business Name (if different from legal name)	Same		
Federal ID # or S.S. #	26-1640867	DUNS #	003859578
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization	Age in Business? 21 years
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____		
Remittance Address	6610 Supply Row		
City/State/Zip	Houston, Texas 77011		
Physical Address	6610 Supply Row		
City/State/Zip	Houston, TX 77011		
Phone/Fax Number	Phone: <u>281-829-4815</u> Fax: <u>281-783-2458</u>		
Contact Person	Christopher Nash		
E-mail	cnash@nashindustriesinc.com		
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise _____	Certification # _____	
	SBE-Small Business Enterprise <input checked="" type="checkbox"/>	Certification # <u>17-10-13632</u>	
	HUB -Texas Historically Underutilized Business <input checked="" type="checkbox"/>	Certification # <u>1261640867500</u>	
	WBE-Women's Business Enterprise _____	Certification # _____	
Company's gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 _____	
	\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 <input checked="" type="checkbox"/>	
	>\$22,400,000 _____		
NAICs codes (Please enter all that apply)	NAIC Code 236220		
Signature of Authorized Representative			
Printed Name	Christopher Nash		
Title	Vice President		
Date	08/04/2020		

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

1.0 GENERAL REQUIREMENTS:

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Document Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department one (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. The Contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of corrective fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through error and initial each change.
- 1.5 Bid Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. Do not complete the date at the top of the contract sheet. The bid document must be in a sealed envelope marked with the appropriate bid number and title. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of correction fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through error and initial each change. All response, typed or written, information must be clear and legible.

If a pricing form in Excel is included and posted on the County website amongst this bid document, the Vendor must download, complete and save the Excel file of the pricing form on a CD or flash drive. The Excel file on the CD or flash drive must be downloadable by the Purchasing Department in order to copy and paste the vendor's pricing to the County's tabulation. The CD or flash drive must be included in the same sealed envelope with the respondent's completed bid document along with a printed copy of the completed pricing form.

- 1.6 Addenda: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Cheryl Krejci, Senior Buyer, 301, Jackson, Suite 201, Richmond, Texas, 77469, E-mail: Cheryl.Krejci@fortbendcountytexas.gov. Any and all interpretations and any

supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include it in the returned bid package. Deadline for submission of questions and/or clarification is no later than **Thursday, July 23, 2020 at 1:00PM (central)** Requests received after the deadline will not be responded to due to the time constraints of this bid process.

- 1.7 **Letters of Reference:** All bidders must submit, **WITH BID**, at least three (3) letters of reference from clients for whom a project similar to that specified herein has been successfully accomplished. Letters of reference must include brief description, project measurements, clients' name, contact person and telephone number.
- 1.8 **Bid Bond:** All bidders must submit, **WITH BID**, a cashier's check or certified check for at least five percent (5%) of the total bid price, payable to the order of Fort Bend County, or a Bid Bond in the same amount issued by a surety, acceptable to Fort Bend County, authorized to do business in the State of Texas, as a guarantee that the Bidder will do the work described herein at the rates stated herein. Unsuccessful bidder's Cashier's Check or Certified Check will be returned only after a written request to do so have been received in the Office of the Fort Bend County Purchasing Agent.
- 1.9 **Material Safety Data Sheets:** Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", a bidder must provide to Fort Bend County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.10 **Pricing:** Prices for all goods and/or services shall be firm for the duration of this Contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the Contract. All prices must be written in ink or typewritten. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.11 **Term Contracts:** If the Contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.12 **Recycled Materials:** Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of

Initials of Bidder:

recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.

- 1.13 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for Fort Bend County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.14 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if Fort Bend County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.
- 1.15 Awards: Fort Bend County reserves the right to award this Contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning its responsibility.
- 1.16 Contract Obligation: Fort Bend County Commissioners Court must award the Contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the Contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.17 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established

Initials of Bidder: aw

complete work within the contract time. It is understood that said sum shall be considered as liquidated damages and shall in no sense be considered as a penalty against the Contractor.

7.0 PERMITS:

It shall be the sole responsibility of the successful bidder to obtain all required permits in the name of Fort Bend County.

8.0 LIMIT OF APPROPRIATION:

Prior to the execution of this Contract, Contractor has been advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this Contract, that County shall have available only those funds specifically allocated in this Contract to fully discharge any and all liabilities which may be incurred by County in bringing this Project to an absolute conclusion, resulting in a complete, fully furnished, fully equipped and fully usable facility, and that the total of any and all basic construction costs, costs of providing the required services and materials, all fees and compensation of any sort to the Contractor, and any and all costs for any and all things or purposes coming inuring under or out of this Contract, irrespective of the nature thereof, shall not exceed said specifically allocated sum, notwithstanding any word, statement or thing contained in or inferred from the preceding provision of this Contract which might in any light by any person be interpreted to the contrary.

9.0 APPLICABLE LAW AND VENUE

This Contract shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas, and that venue for any litigation arising out of or related to this Contract shall lie solely in the court of appropriate jurisdiction located in Fort Bend County, Texas.

10.0 ENTIRE AGREEMENT:

The Parties agree that this Contract contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Contract. By entering into this Contract, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Contract.

11.0 GOVERNING DOCUMENT:

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.

12.0 INDEPENDENT CONTRACTOR:

The Contractor shall be an independent contractor and any provisions of this Contract that may

Initials of Bidder: 

appear to give Fort Bend County the right to direct the Contractor as to the details of the manner of doing the Project shall be deemed to mean that the Contractor shall follow the desires of Fort Bend County in the results of the Project only and not in the means whereby the Project is to be accomplished. The Contractor shall be responsible as to the details of completing the Project. Neither the agents, representatives, nor employees of the Contractor, shall be deemed to be the agents, representatives, or employees of Fort Bend County. The Contractor further represents that it accepts a fiduciary role and responsibility with respect to Fort Bend County and will, to its best abilities, act in the best interests of Fort Bend County and the timely completion of the Project. The Contractor agrees and understands that neither it nor any of its agents or employees may act in the name of Fort Bend County except and unless specifically authorized in writing by Fort Bend County to do so. The Contractor shall furnish construction administration and management services and use the Contractor's best efforts to complete the Project in an expeditious and economical manner consistent with the interests of Fort Bend County.

13.0 MODIFICATIONS:

This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

14.0 NOTICE

14.1 All written notices, demands, and other papers or documents to be delivered to Fort Bend County under this Contract shall be delivered to the Facilities Department, 301 Jackson, Richmond, Texas 77469, or at such other place or places as Fort Bend County may from time to time designate by written notice delivered to the Contractor. For purposes of notice under this Contract, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County, 301 Jackson Street, Suite 719, Richmond, Texas 77469, Attention: County Judge.

14.2 All written notices, demands, and other papers or documents to be delivered to the Contractor under this Contract shall be delivered to the Authorized Representative identified in the Contract documents or such other place or places as the Contractor may designate by written notice delivered to Fort Bend County.

15.0 PUBLIC CONTACT:

Contact with the news media, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of Fort Bend County. Under no circumstances, whatsoever, shall Contractor release any material or information developed in the performance of its services hereunder without the express written permission of Fort Bend County, except where required to do so by law.

Initials of Bidder: *aw*

16.0 RECORDS:

- 16.1 Fort Bend County shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches and other documents prepared pursuant to the Contract by Contractor.
- 16.2 The Contractor agrees to maintain and preserve for a period of at least five years after the earlier of the expiration of the defects period or termination of this Contract, accurate and complete records relating to the performance of the Project. The Contractor agrees to, upon request, provide Fort Bend County with such records.

17.0 RIGHT TO ASSURANCE:

Whenever Fort Bend County in good faith has reason to question the Contractor's intent to perform, Fort Bend County may demand that the Contractor give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five (5) days, Fort Bend County may treat this failure as an anticipatory repudiation of the Contract.

18.0 SEVERABILITY:

In the event one or more of the provisions contained in these requirements or the specifications shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and these requirements or the specifications shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

19.0 SILENCE OF SPECIFICATIONS:

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

20.0 SUCCESSORS AND ASSIGNS:

- 20.1 Fort Bend County and the Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract.
- 20.2 Neither Fort Bend County nor the Contractor shall assign, sublet or transfer its interest in this Contract without the prior written consent of the other.

Initials of Bidder: *W*

- 20.3 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

21.0 COMPLETION TIME AND PAYMENT:

- 21.1 Fort Bend County shall pay the Contractor in current funds for the Contractor's performance of the Contract the contract sum, as stated herein, after receipt of notice to proceed and a purchase order issued by the Fort Bend County Purchasing Agent.

- 21.2 Based upon Applications for payment submitted to the Facilities Department, Fort Bend County shall make progress payments on account of the contract sum to the Contractor as provided below and elsewhere in the contract documents.

21.2.1 The period covered by each application for payment shall be one calendar month ending on the last day of the month.

21.2.2 Provided an application for payment is received by the Facilities Department not later than the 15th day of a month, Fort Bend County shall make payment to the Contractor not later than the 15th day of the next month. If an application for payment is received by the Facilities Department after the application deadline fixed above, payment shall be made by Fort Bend County not later than 30 days after the Facilities Department receives the application for payment.


21.2.3 Application for payment shall indicate the percentage of completion of each portion of the Project as of the end of the period covered by the application for payment.

21.2.4 Subject to the provisions of the contract documents, the amount of each progress payment shall be computed as follows:

21.2.4.1 Take that portion of the contract sum properly allocable to completed Project less retainage of ten percent (10%).

21.2.4.2 Add that portion of the contract sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved by Fort Bend County, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%).

21.2.4.3 Subtract the aggregate of previous payments made by Fort Bend County.

Initials of Bidder: 

- 21.2.4.4 The progress payment amount as determined in above shall be further modified under the following circumstances:
Add, upon substantial completion of the Project, a sum sufficient to increase the total payments to one hundred percent (100%) of the contract sum, less such amounts as Fort Bend County shall determine for incomplete work and unsettled claims.
- 21.2.4.5 Final payment, constituting the entire unpaid balance of the contract sum, shall be made by Fort Bend County to the Contractor when the Contract has been fully performed by the Contractor.
- 21.3 Before the first application for payment, the Contractor shall submit to the Facilities Department a schedule of values allocated to various portions of the work, prepared in such form and supported by such data to substantiate its accuracy as the Facilities Department may require. This schedule, unless objected to by the Facilities Department shall be used as a basis for reviewing the Contractor's application for payment.
- 21.4 Contractor must provide with each application for payment a contractor's affidavit certifying bills against the Contractor for labor, material and expendable equipment employed in the performance of Contractor have been paid in full prior to acceptance of final payment from Fort Bend County.
- 21.5 The Contractor will permit Fort Bend County, or any duly authorized agent of Fort Bend County, to inspect and examine the books and records of the Contractor for the purpose of verifying the amount of work performed under the Contract. Fort Bend County's right to inspect survives the termination of the Contract for a period of five years.

22.0 INSURANCE:

- 22.1 All respondents must submit, with response, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with response, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract. Failure to provide current insurance certificate or notarized statement will result in disqualification of submittal.
- 22.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to

Initials of Bidder: 

without sixty (60) days prior, written notification to Fort Bend County.

- 22.7 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

23.0 INDEMNIFICATION:

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of respondent or any of respondent's agents, servants or employees.

- 23.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- 23.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 23.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 23.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 23.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 23.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property

Initials of Bidder: 

damage that may arise from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.

- 23.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

24.0 TEXAS ETHICS COMMISSION FORM 1295:

24.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

24.2 On-line instructions:

24.2.1 Name of governmental entity is to read: Fort Bend County.

24.2.2 Identification number used by the governmental entity is: B20-085.

24.2.3 Description is the title of the solicitation: Jail Shower Renovation.

24.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.


25.0 PREVAILING WAGES:

This project is subject to the prevailing wage rate requirements of Chapter 2258 of the Government Code. The Contractor shall pay Fort Bend County sixty dollars (\$60.00) for each worker employed by the Contractor for the provision of services described herein for each calendar day or part of the day that the worker is paid less than the below stated rates. Contractors may also visit <https://beta.sam.gov>.

General Decision Number: TX20200247 02/14/2020
Superseded General Decision Number: TX20190247

State: Texas
Construction Type: Building
County: Fort Bend County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or

Initials of Bidder: 

apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	02/14/2020

ASBE0022-009 06/01/2019

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)	\$ 24.28	14.16

BOIL0074-003 01/01/2017

BOILERMAKER	\$ 28.00	22.35
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CARP0551-008 04/01/2016

CARPENTER (Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work and Metal Stud Installation)	\$ 23.05	8.78
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* ELEC0716-005 08/28/2019

ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms)	\$ 32.25	9.24
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ELEV0031-003 01/01/2019

Initials of Bidder: 

ELEVATOR MECHANIC	\$ 42.60	33.705
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FOOTNOTES:

A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

B. Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; and Veterans Day.

ENGI0450-002 04/01/2014

POWER EQUIPMENT OPERATOR Cranes	\$ 34.85	9.85
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IRON0084-002 06/01/2019

IRONWORKER (ORNAMENTAL AND STRUCTURAL) PLAS0079-004 01/01/2015	\$ 24.42	7.12
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PLASTERER	\$ 19.92	1.00
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* PLUM0068-002 10/01/2019

PLUMBER	\$ 36.15	11.04
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PLUM0211-010 10/01/2018

PIPEFITTER (Including HVAC Pipe Installation)	\$ 33.30	12.26
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SHEE0054-003 07/01/2017

SHEET METAL WORKER (Excludes HVAC Duct and Unit Installation)	\$ 27.72	13.70
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SUTX2014-023 07/21/2014

ACOUSTICAL CEILING MECHANIC	\$ 16.41	3.98
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BRICKLAYER	\$ 19.86	0.00
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CAULKER	\$ 15.36	0.00
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CEMENT MASON/CONCRETE FINISHER	\$ 13.82	0.00
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DRYWALL FINISHER/TAPER	\$ 16.30	3.71
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Initials of Bidder:


DRYWALL HANGER AND METAL STUD INSTALLER	\$ 17.45	3.96
ELECTRICIAN (Alarm Installation Only)	\$ 17.97	3.37
ELECTRICIAN (Low Voltage Wiring Only)	\$ 18.00	1.68
FLOOR LAYER: Carpet	\$ 20.00	0.00
FORM WORKER	\$ 11.87	0.00
GLAZIER	\$ 19.12	4.41
INSULATOR – BATT	\$ 14.87	0.73
IRONWORKER, REINFORCING	\$ 12.10	0.00
LABORER: Common or General	\$ 10.79	0.00
LABORER: Mason Tender – Brick	\$ 13.37	0.00
LABORER: Mason Tender - Cement/Concrete	\$ 10.50	0.00
LABORER: Pipelayer	\$ 12.94	0.00
LABORER: Roof Tearoff.	\$ 11.28	0.00
LABORER: Landscape and Irrigation	\$ 9.49	0.00
LATHER	\$ 19.73	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	\$ 14.10	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	\$ 13.93	0.00
OPERATOR: Bulldozer	\$ 20.77	0.00
OPERATOR: Drill	\$ 16.22	0.34
OPERATOR: Forklift	\$ 15.64	0.00
OPERATOR: Grader/Blade	\$ 13.37	0.00
OPERATOR: Loader	\$ 13.55	0.94
OPERATOR: Mechanic	\$ 17.52	3.33

Initials of Bidder: 

OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	\$ 16.03	0.00
OPERATOR: Roller	\$ 16.00	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping	\$ 16.77	4.51
ROOFER	\$ 15.40	0.00
SHEET METAL WORKER (HVAC Duct Installation Only)	\$ 17.81	2.64
SHEET METAL WORKER (HVAC Unit Installation Only)	\$ 16.00	1.61
SPRINKLER FITTER (Fire Sprinklers)	\$ 22.17	9.70
TILE FINISHER	\$ 12.00	0.00
TILE SETTER	\$ 16.17	0.00
TRUCK DRIVER: 1/Single Axle Truck	\$ 14.95	5.23
TRUCK DRIVER: Dump Truck	\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck	\$ 12.50	0.00
TRUCK DRIVER: Water Truck	\$ 12.00	4.11
WATERPROOFER	\$ 14.39	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Initials of Bidder: 

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.


Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal

Initials of Bidder: 

number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:


Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Initials of Bidder: 

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

26.0 CONTRACTOR'S RESPONSIBILITY FOR WORK:

26.1 Preconstruction Work. Contractor shall do (or cause to be done) the following as preconstruction work:

26.1.1 On an as needed basis as determined by Fort Bend County, cause the Contractor's personnel to meet with Fort Bend County and the Engineer to discuss the status of the Project.

26.1.2 Review drawings and specifications with the Engineer to permit the Contractor and the Engineer to determine the compliance of the proposed facility with applicable building codes.


26.2 Construction Work. Contractor shall do (or cause to be done) the following as construction work:

26.2.1 Perform (or cause to be performed) all preparatory work at the construction site required herein, including (without limitation) soil and concrete testing and demolition of improvements existing at the construction site and all actions necessary for compliance with all laws and regulations as to actions to be taken by owners or contractors before construction begins, including without limitation those in regard to archaeological and environmental requirements.

26.2.2 Construct and install (or cause to be constructed and installed) the Project on the construction site in accordance with this Contract and the drawings and specifications approved by Fort Bend County.

26.2.3 Furnish (or cause to be furnished) all materials, supplies, equipment, tools, labor, supervision, utilities, transportation, and other materials and services necessary to complete the Project described herein.

26.3 Standards for Review and Approval. Fort Bend County acknowledges that in order to meet the deadlines for the completion of the Project, and in order to accomplish the efficient completion of the Project, the Contractor may submit matters to Fort Bend County in stages for approval or consent. Upon receipt of any matter submitted by the Contractor for review and approval, Fort Bend County shall review the same and shall diligently and promptly (but in any event within 26 calendar days for any such matter, other than a proposed change order, and within 28 calendar days for a proposed change order) give the Contractor

Initials of Bidder: 

notice of Fort Bend County's approval or disapproval, setting forth in detail all reasons for any disapproval. Fort Bend County's right to disapprove any such matter submitted (other than a proposed change order) shall be limited to the elements thereof (a) which do not conform substantially to matters previously approved, (b) which are new elements not previously presented and approved and the Contractor is unable to demonstrate that such new element is reasonably necessary for completion of the Project, or (c) which depict matters that are violations of this Contract or applicable laws and regulations.

26.3.1 If Fort Bend County disapproves of a particular matter or Proposed Change Order, the Contractor shall have the right to resubmit such matter or Proposed Change Order to Fort Bend County, altered to satisfy Fort Bend County's basis for disapproval. Any resubmission shall be subject to review and approval by Fort Bend County.


26.3.2 Fort Bend County and the Contractor shall attempt in good faith to resolve any disputes concerning the approval of any aspect of the Project expeditiously, so as not to delay the completion of the Project in accordance with this Contract.

26.3.3 Expedited Approvals. Fort Bend County recognizes the importance of expeditious action upon all matters submitted to Fort Bend County for review and approval and of expeditious response to those aspects of the Project requiring approval by governmental authorities having jurisdiction there over. Fort Bend County agrees to exercise its rights of review and approval hereunder with due diligence, reasonableness, and good faith. Fort Bend County shall use its reasonable efforts to expedite any required review of the Project or other matters by any governmental authority.

26.4 Changes.

26.4.1 General. Fort Bend County may make changes to the Project by altering, adding to, or deducting from the Project. All changes in the Project which (a) require an adjustment in the contract sum or an adjustment in the final completion date or (b) involve a material change in the overall scope or function of the Project shall be requested and authorized before commencing such changes by use of written change order notices, Proposed Change Orders and Change Orders, which change order procedure shall be the exclusive means to effect such changes in the Project.

26.4.2 Change Order Procedure. If at any time Fort Bend County desires to make any change in the Project requiring the issuance of a Change Order, Fort Bend County shall so advise the Contractor in writing by delivery to the Contractor of a written notice describing the change. Upon receipt of such notice initiated by Fort Bend County, the Contractor shall within a reasonable period of time advise Fort Bend County of the Contractor's

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proposal for the adjustments, if any, in the contract sum, the schedule of values, and the final completion date attributable to such change by delivering a written notice thereof (the "Proposed Change Order") to Fort Bend County. Such Proposed Change Order shall contain a description of the proposed change and shall set forth the Contractor's estimate of the increase or decrease, if any, in the contract sum and the change, if any, in the schedule of values and the final completion date attributable to such change. If the Contractor desires to make a change in the Project requiring the issuance of a change order, the Contractor shall deliver to Fort Bend County a Proposed Change Order. Upon execution by Fort Bend County, a Proposed Change Order shall constitute (and be defined herein as) a "Change Order" for purposes of this Contract. The Contractor shall forthwith perform the work as changed in accordance with such Change Order. All work performed pursuant to a Change Order shall be performed in accordance with the terms of this Contract. All Proposed Change Orders shall be submitted for approval by Fort Bend County. No action, acquiescence or inaction by Fort Bend County or any representative of Fort Bend County shall be construed to be a waiver of requirements set forth in this Contract in regard to Change Orders or ratification of a violation of such requirements, and all acts in violation of this provision shall be considered void.

26.4.3 Change Order Authorization. Each Change Order shall be signed by Fort Bend County and an authorized representative of the Contractor.

26.4.4 Contract Sum Adjustments. The contract sum and the schedule of values shall be adjusted only as a result of a Change Order requiring such adjustment. Any extra work performed without a proper Change Order shall be considered voluntary and not subject to additional compensation. The Contractor shall not be entitled to an adjustment in the contract sum (or a Change Order permitting such adjustment) or to damages as a result of any delays in the Project caused by the acts or omissions of Fort Bend County, provided that this sentence is not applicable to delays that constitute more than 90 days in any 365-day period or cause the Project to be interrupted for a continuous period of 45 days through no fault of the Contractor.


26.4.5 When Fort Bend County and the Contractor agree upon the adjustments in the contract sum, the schedule of values, and the final completion date attributable to such adjustment, such agreement will be documented by preparation and if approved by the Fort Bend County Commissioners Court, execution of an appropriate Change Order.

26.5 Site Access. Prior to the transfer date, Fort Bend County and the Contractor shall have uninterrupted access to the construction site. Subsequent to the transfer date, Fort Bend County will permit the Contractor, the Engineer, and their representatives and subcontractors to enter upon the Project at times reasonably

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necessary to complete the punch list items.

- 26.6 Applicable Laws and Regulations. Contractor shall in its performance of the Project comply with all applicable laws and regulations. Any delays in the prosecution of the Project caused by any changes in the laws and regulations or the application or enforcement of the laws and regulations may entitle the Contractor to an extension of time.
- 26.7 Familiarity with Project. The Contractor represents and accepts that it has: (a) visited the property(ies), (b) taken such other steps as may be necessary to ascertain the nature and location of the Project and the general and local conditions which affect the Project or the cost thereof, (c) investigated the labor situation as regards to the Project, (d) examined the property(ies), the obstacles which may be encountered and all other observable conditions having a bearing upon the performance of the Project, the superintendence of the Project, the time of completion and all other relevant matters, and (e) reported to Fort Bend County the results of all of the foregoing. The Contractor represents that it is familiar with all phases of the Project and the matters that may affect the Project or its prosecution under this Contract.
- 26.8 Standard of Performance. The Contractor shall prosecute (or cause to be prosecuted) the Project in accordance with the best efforts for the construction and development of projects similar to the Project in the State of Texas, using qualified, careful, and efficient contractors and workers and in conformity with the provisions of this Contract. The Contractor shall perform the work in a good and workmanlike manner.
- 26.9 Warranty of Contractor. The Contractor warrants to Fort Bend County that: (i) the Contractor possesses the skill and knowledge ordinarily possessed by well-informed members of its trade or profession and the Contractor will use its best efforts to ensure that the services provided under this Contract will be performed, delivered, and conducted in accordance with the best professional standards and in accordance with industry standards, and (ii) the Contractor is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly equipped, organized and financed to perform such work, and (iii) following the date of acceptance of this Contract, the services provided by the Contractor to Fort Bend County will conform to the representations contained in this Contract, including all attachments, schedules and exhibits. All warranties provided by the Contractor in this Contract shall be cumulative, shall be deemed consistent and not in conflict, are intended to be given full force and effect and to be interpreted expansively to give the broadest warranty protection to Fort Bend County.
- 26.10 Contractor's Personnel. Contractor shall employ only competent, skilled personnel for the Project. Prior to the final completion date, the Contractor shall maintain a superintendent who shall be authorized to act on behalf of the Contractor and with

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whom Fort Bend County may consult at all reasonable times. The superintendent shall not be transferred from the Project without Fort Bend County's consent (which shall not be unreasonably withheld or delayed); provided, however, the superintendent shall not be assigned solely to the Project and shall be entitled to spend reasonable time working on matters unrelated to the Project so long as such work on other matters does not render the superintendent unavailable to the Project or unavailable to Fort Bend County. However, such obligation to furnish the superintendent and such staff personnel shall not be construed (a) to preclude the promotion within the Contractor's organization of any person assigned to the Project or (b) to give rise to any liability of the Contractor if any person assigned to the Project (including, without limitation, the superintendent) leaves the Contractor's employment. If the superintendent is transferred from the Project, Fort Bend County shall have the right to approve the replacement superintendent (which approval will not be unreasonably withheld or delayed). The Contractor, the Architect, and the other subcontractors shall comply with all applicable health, safety, and loss prevention rules of applicable governmental authorities. The Contractor shall, at its own expense, remove from the Project any person who fails to comply with such rules and instructions. The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Project any unfit person or anyone not skilled in the work assigned to him. Fort Bend County may, upon written notice to the Contractor, require the Contractor to remove an individual immediately from providing services for the following reasons: violation of the terms and conditions of this Contract; violation of Fort Bend County's or the Contractor's work rules and regulations; criminal activity; or violation of state, federal, or municipal statutes. Fort Bend County may, upon thirty (30) days written notice to the Contractor, require the removal of any individual from providing services without cause.

26.11 Inspection. The Project and all parts thereof shall be subject to inspection from time to time by inspectors designated by Fort Bend County. No such inspections shall relieve The Contractor of any of its obligations hereunder. Neither failure to inspect nor failure to discover or reject any of the work as not in accordance with the drawings and specifications or any provision of this Contract shall be construed to imply an acceptance of such work or to relieve the Contractor of any of its obligations hereunder. Fort Bend County agrees that its right of inspection shall be used reasonably and in a timely manner so as not to delay orderly completion of the Project.

26.12 Protection Against Risks. The Contractor shall take all precautions which are necessary and adequate, against conditions created during the progress of the Project which involve a risk of bodily harm to persons or a risk of damage or loss to any property. The Contractor shall regularly inspect all work, materials and equipment to discover and determine any such conditions and shall be responsible for discovery, determination, and correction of any such conditions. The Contractor shall comply with all federal, state, and local occupational hazard and safety standards, codes and regulations applicable in the jurisdiction where the

Initials of Bidder: aw

- 28.1.2 Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractor.
 - 28.1.3 Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction.
 - 28.1.4 Otherwise is guilty of substantial breach of a provision of the Contract Documents.
- 28.2 When any of the above reasons exists, Fort Bend County may, without prejudice to any other rights or remedies of Fort Bend County and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
- 28.2.1 Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor.
 - 28.2.2 Finish the Project by whatever reasonable method Fort Bend County may deem expedient.
- 28.3 Either party may terminate this Contract at any time by providing thirty (30) days written notice.
- 28.4 When Fort Bend County terminates the Contract for one of the reasons stated in this section, the Contractor shall not be entitled to receive further payment until the Project is finished. Therefore, the Contractor shall be promptly paid for all work actually and satisfactorily completed.

29.0 COMPLETION, TRANSFER, AND ACCEPTANCE:

- 29.1 Final Completion. Upon the occurrence of the final completion date, the punch list items shall be promptly commenced and thereafter completed within thirty (30) days after final completion.
- 29.2 Transfer and Acceptance. Upon the occurrence of final completion, care, custody and control of the Project shall pass to Fort Bend County. As referenced herein, the "Transfer Date" shall mean the date on which the care, custody and control of the Project passes to Fort Bend County. Subsequent to the Transfer Date all risk of loss with respect to the Project shall be by Fort Bend County and the Contractor shall be thereafter obligated to cover the Project with their Insurance.

30.0 TAX EXEMPT:

Fort Bend County is exempt from state and local sales and use taxes under Section 151.309 of

Initials of Bidder:

the Texas Tax Code. This Contract is deemed to be a separate contract for Texas tax purposes, and as such, Fort Bend County hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this Contract. Contractor is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, contractor should state these items at cost.


31.0 SPECIFICATIONS AND BID PRICING:

Provide and install new floor drains, liner, cementitious overlay and Prime Coat Coating Systems Seamless Shower System 5130 or equal (see Section 1.17 Name Brands) inside ninety-five (95) shower stalls. A licensed plumber must perform any applicable work. If bidding an equal product, it is required of the bidder to provide the manufacturer name and model in the space provided. The manufacture's detailed specifications of the equal product must be included with bidder's response as well as the specified item's detailed specifications proving the items are equal.


Per Specifications

(Vendor provide manufacturer name and manufacturer number bidding.)

- 31.1 Provide and install appropriate masking materials for dust containment. Cover all smoke detectors in the work area daily and remove covering at the end of each work day.
- 31.2 Remove the existing wall and floor tile including setting beds and dispose of debris in a dumpster provided by contractor. Existing shower faces, wardrobe hooks, and handicap fixtures are to be removed and stored during renovation work and replaced upon completion.
- 31.3 Provide and install new shower drains with shower pan liner utilizing a licensed plumber. Vendor is responsible for contracting with a licensed fire alarm company to protect/remove/re-install fire sprinkler heads inside the shower area during ceiling work
- 31.4 Provide and install new high-early concrete overlay with positive slope to floor drains.
- 31.5 Using surface grinders with hard diamond bits, clean and prepare the shower floor, wall and ceiling surfaces per ICRI CSP2. This preparation method is to utilize both rotary floor grinding machines and hand-held grinders. All grinders are to be equipped with vacuum assisted dust shrouds, containing the dust generated during the grinding process.
- 31.6 Provide and install specialized security sealant to inside vertical corners to create a small concave radius suitable for subsequent coatings.
- 31.7 Provide and install 100% solids epoxy patching material to patch dings, holes and imperfections.

Initials of Bidder: 

- 31.8 Provide and install flexible waterproofing membrane system to prevent water migration through the floors.
- 31.9 Provide and install 2 inch Cant cove base to the inside perimeter of the showers.
- 31.10 Provide and install 100% solids epoxy primer to the prepared shower walls and ceilings.
- 31.11 Provide and install an epoxy flooring system at a nominal 1/16" thickness to include 100% solids epoxy and a full broadcast layer of aggregate to serve as a build coat for subsequent coatings.
- 31.12 Provide and install 100% solids epoxy, Kevlar and fiberglass reinforced, high-build material by specialized high-output airless spray equipment to the shower floor, wall and ceiling surfaces.
- 31.13 Provide and install 100% solids epoxy top coat to the shower floor, wall and ceiling surfaces (one color for all surfaces) to achieve a minimum of 60 mils on the walls and 1/8 inch on the floors for the full seamless system.
- 31.14 Provide and install a specialized aggregate for non-slip floor texture.
- 31.15 Awarded vendor's employees that are to work on-site must pass the criminal background check performed by Fort Bend County. Vendor must have employee's information to County representative twenty-one (21) days before work is scheduled to begin.
- 31.16 Awarded vendor will notify County jail representative at least seven (7) days before work may begin to make any necessary facility adjustments and/or inmate relocations. The vendor will be able to perform the shower resurfacing services on a floor by floor basis, with the exception being the four (4) negative pressure showers and the two (2) general purpose shower in TE-1M. No two negative pressure cells can be out of service at once, nor can both general showers be out of service at once within TE-1M. For the last two showers listed below, it shall be one negative pressure shower and one general shower resurfaced. Allow two (2) business days between levels to allow County to make any necessary inmate relocations.
- 31.16.1 Level 8, one (1) pod shower area,
(TE-8J, TE-8K, TE-8L, TE-8M, one (1) shower in TE-1M),
five (5) showers per phase = 20 showers total
- 31.16.2 Level 4, one (1) pod shower area,
(TE-4J, TE-4K, TE-4L, TE-4M, one (1) shower in TE-1M),
five (5) showers per phase = 20 showers total

Initials of Bidder: 


- 31.16.3 Level 6, one (1) pod shower area,
(TE-6J, TE-6K, TE-6L, TE-6M, one (1) shower in TE-1M),
five (5) showers per phase = 20 showers total
- 31.16.4 Level 2, one (1) pod shower area,
(TE-2J, TE-2K, TE-2L, TE-2M, one (1) shower in TE-1M),
five (5) showers per phase = 20 showers total
- 31.16.5 Level 1,
(TE-1J, TE-1K, and TE-1L, last two (2) showers in TE-1M),
eight (8) showers first phase, seven (7) showers second phase

Option 1, Base Bid Price for work Monday through Friday: \$ 958,000.00

Option 2, Base Bid Price for work Monday through Sunday: \$ 995,000.00

Nash V.E. Option 3, Epoxy Deduct from Base Bid Option 1 Price for work Monday through Friday:
\$ (198,379.00)
(See attached spec sheet)

Nash V.E. Option 4, Epoxy Deduct from Base Bid Option 2 Price for work Monday through Sunday:
\$ (177,000.00)
(See attached spec sheet)


Initials of Bidder: 

Alternate 1: Add work to floors in drying area (pink highlighted area in drawings) during base bid work as specified below.

- Provide and install appropriate masking materials for dust containment.
- Remove the existing drying area floor tile and setting beds and dispose of debris in a dumpster provided by contractor.
- Provide and install new floor drains by a licensed plumber at existing locations.
- Provide and install fluid applied waterproof liner to the floors and up perimeter walls four (4) inches.
- Wet prime and provide and install a high compressive strength epoxy mortar floor overlay with positive slope to the new floor drains after the above preparation.
- Provide and install flexible waterproofing membrane system on top of the new epoxy mortar overlay to serve as a grout coat and provide additional waterproof protection.
- Provide and install two (2) inch Cant cove to perimeter walls/curbs or benches.
- Provide and install 100% solids epoxy primer up perimeter walls/curbs or benches up eight (8) inches or first CMU block mortar joint where Cant cove was installed.
- Provide and install aggregate reinforced base layer of 1/16" laminated flooring system to the Drying Area floors. The base layer must consist of a heavy coat of 100% solids epoxy, a full load of graded broadcast aggregate is to be broadcast to rejection. All excess aggregate is to be swept off exposing a uniformly filled layer of aggregate embedded into the cured epoxy once the base coating is sufficiently cured.
- Provide and apply a heavy layer of 100% solids epoxy to the Drying Area floors and up the perimeter walls eight (8) inches (or first CMU block mortar joint). Color is to be the same color as the base bid shower work.
- Provide and install specialized aggregate for non-slip texture.

Alternate 1: \$ 75,860.00
(addition to base bid)

Nash V.E. Option, Epoxy Deduct from Alternate 1: \$ (45,322.00)
(See attached spec sheet)

Initials of Bidder: 

Alternate 2: Add remaining restroom area floor renovation (green highlighted floor areas on drawings) during base bid work as specified below.

- Provide and install appropriate masking materials for dust containment.
- Remove the existing drying area floor tile and setting beds and dispose of debris in a dumpster provided by contractor.
- Provide and install new floor drains by a licensed plumber at existing locations.
- Provide and install fluid applied waterproof liner to the floors and up perimeter walls four (4) inches.
- Wet prime and provide and install a high compressive strength epoxy mortar floor overlay with positive slope to the new floor drains after the above preparation.
- Provide and install flexible waterproofing membrane system on top of the new epoxy mortar overlay to serve as a grout coat and provide additional waterproof protection.
- Provide and install two (2) inch Cant cove to perimeter walls/curbs or benches.
- Provide and install 100% solids epoxy primer up perimeter walls/curbs or benches up eight (8) inches or first CMU block mortar joint where Cant cove was installed.
- Provide and install aggregate reinforced base layer of 1/16" laminated flooring system to the Drying Area floors. The base layer must consist of a heavy coat of 100% solids epoxy, a full load of graded broadcast aggregate is to be broadcast to rejection. All excess aggregate is to be swept off exposing a uniformly filled layer of aggregate embedded into the cured epoxy once the base coating is sufficiently cured.
- Provide and apply a heavy layer of 100% solids epoxy to the Drying Area floors and up the perimeter walls eight (8) inches (or first CMU block mortar joint). Color is to be the same color as the base bid shower work.
- Provide and install specialized aggregate for non-slip texture.

Alternate 2: \$ 188,536.00
(addition to base bid)

Nash V.E. Option, Epoxy Deduct from Alternate 2: \$ (91,581.00)
(See attached spec sheet)

Initials of Bidder: am

32.0 PROJECT DURATION:

Bidder agrees, if awarded the contract, to complete all work required by the contract documents **within 193 calendar days** after issuance of a purchase order by the County Purchasing Agent and notice to proceed by the County Facilities representative.

Nash V.E. Calendar Days Deduct from Project Duration: (13) calendar days

33.0 EXHIBITS:

The following being incorporated herein by reference for all purposes as though fully set forth herein word for word.

Exhibit 1 – Project drawings

34.0 AWARD:

This contract will be awarded to the overall lowest and best bid.

35.0 ADDITIONAL REQUIRED FORMS:

All vendors submitting are required to complete the attached and return with submission:

35.1 Required Proof of Insurance


35.2 Vendor Form

35.3 W9 Form

35.4 Tax Form/Debt/Residence Certification

35.5 Contractor Acknowledgement of Stormwater Management Program

35.6 No Bid Questionnaire

Initials of Bidder: 



BUILDING A LEGACY OF EXCELLENCE

V.E. Epoxy Submittal

Nash Industries, Inc.
6610 Supply Row Houston TX 77011
O: 281-829-4815 | F: 281.783.2458

Substitution Request

This substitution Request was designed to address all issues for substituting products and/or means of installation as covered in the AIA General Conditions of the contract Articles and Subsections 3.3, 3.4 and 7.3.

Date submitted: 7/27/2020		Bid date: 8/4/2020
Submission time before bid date: 8 Days		
Project: Shower Renovation in Fort Bend County Jail BID 20-085		
Architect	Coordinating firm (Project MGR)	Owner (if required)
		COUNTY PURCHASING AGENT Cheryl Krejci, Senior Buyer 301, Jackson, Suite 201 Richmond, Texas, 77469 Cheryl.Krejci@fortbendcountytexas.gov
Requesting Company: Marathon Engineering Corporation 5615 2 nd Street West Lehigh Acres, FL 33971 Attn: George D. Hrunka- President, CEO gbrunka@earthlink.com Wayne Skala AIA, Senior Estimator wskala@marathonengcorp.com Phone 239/303-7378 Fax 239/303-7364		
ABOVE FIRM HEREBY REQUESTS ACCEPTANCE OF THE FOLLOWING PRODUCT OR SYSTEM AS A SUBSTITUTION IN ACCORDANCE WITH THE PROVISITONS OF THE CONTRACT DOCUMENTS SPECIFIED PRODUCT OR SYSTEM:		Specification section: 31.0 Specifications and Bid Pricing Articles: Total section Paragraphs: Paragraph 1 and 1.17 Name Brands
Supporting Data General:	Response to be	Response
Reason for not giving priority to specified items	Explain	<ul style="list-style-type: none"> Environmentally friendly Zero VOC product. DecoFloor™ Seamless Shower Coating System has competed against the basis of design product and has proven to be equal to in performance in a detention environment. DecoFloor™ Seamless Shower Coating System is derived from renewable content.
Effect of Substitution	Explain	None
Substitution product has successfully been installed since.	provide year of first installation	2006
Data relating to any changes in the construction schedule	Explain	No change in the construction schedule will occur as a result of this substitution.
Will this substitution cause a relation to any separate contracts	Yes/no/explain	No
Cost or the proposed substitution in comparison with the product or method specified	Explain	Cost saving is anticipated.
Proposed substitution will affect other parts of the work	Yes/no/explain	No
Substitution requires dimensional changes to the work or it components	Yes/no/explain	No
Is Sample attached	Yes/no	No
Sample will be sent if requested	Yes/no	Yes – Architect to request via email for overnight delivery.
Proposer of this substitution will pay all costs of furnishing any requested samples. The architect shall not be responsible for loss of or damage to the samples.		

Substitution Request

This substitution Request was designed to address all issues for substituting products and/or means of installation as covered in the AIA General Conditions of the contract Articles and Subsections 3.3, 3.4 and 7.3.

Supporting Data:

	SPECIFIED PRODUCT	PROPOSED SUBSTITUTION
Name, brand	Primecoat Prime Guard High Build Epoxy Wall system 5130	DecoFloor™ Seamless Shower Coating System
Catalog No.	Prime Guard 5130	DFL-950
Manufacturer	Prime Coat Coating Systems	Gold Metal Construction Corp.
Variations	None listed	Primer selection per substrate applied to.
Maintenance service available?	No	No
If yes, location	N/A	N/A
Spare parts source	N/A	N/A

Product / System Comparison

	SPECIFIED PRODUCT	PROPOSED SUBSTITUTION
Manufacturer Name	Prime Coat Coating Systems	DecoFloor™ Seamless Shower Coating System by Gold Medal Construction Corporation.
Product Composition	High build 100% Solids-3 coat Wall & Ceiling system using PC 630; PC310, PC200, PC 400, & PC 499	Primer, binding coat, aggregate clear coat, aggregate seal coat (x2).
Base coat solids (Primer)	100%	100% with Moisture Mitigation properties
Binding coat (slurry) solids	100%	100%
Top coat solids	100%	100%
Percent of Volatile Organic Compounds (VOC's)	Less than 100 g/l	Zero VOC's
Hardness ASTM D-2240	83-88 shore D	70 Shore D
Elongation ASTM D-638	Not noted in product literature	65%
Bond Strength ASTM D-7234	>400 PSI (100% Concrete Failure)	>400 PSI (100% Concrete Failure)
Tensile Strength ASTM D-638	3,900 PSI	2,500 PSI
Matrix	High build 100% Solids-3 coat Wall & Ceiling system	Quartz Aggregate in an Aliphatic Urethane Base.
Aggregates	Kevlar strands	Quartz Aggregate
Critical Radiant Flux of Floor Covering Per ASTM E684-03	Not noted in product literature	>1.16 W/cm ² Class I
Anti-Microbial Growth Per MIL 810 G	None specified. Available as an add in additive at extra cost.	Passes Anti-Fungal test - Built into product Coating is devoid of Microbial growth.
Coefficient of Friction ASTM 2047	0.6 wet	0.78 μ_s N
Abrasion resistance ASTM D-4060, CS17	0.03 gm/1000 revolutions max	<0.1070 mg <.0002g max Icryl-A toposs
System thickness	1/16" minimum	1/16" minimum, 1/8" Floors
Wearing Floor Surface	Textured for slip resistance	Textured for slip resistance with quartz chips for anti slip.
Wall Base	2" Full triangular fillet style	2" Full triangular fillet style
Color	Standard 18 colors to select from	As Selected by Architect from 40 solid colors or 25 blended colors. Custom blended colors may be obtained.

Substitution Request

This substitution Request was designed to address all issues for substituting products and/or means of installation as covered in the AIA General Conditions of the contract Articles and Subsections 3.3, 3.4 and 7.3.

Warranty	None covered in manufactures product literature. Limited to the suitability of the product.	One year from date of completion for both product and labor no exceptions.
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Proposing Manufactures Statement of Conformance of Proposed Substitution to Contract Documents

We have investigated the use of our proposed product for this project and state the following:

- Yes have investigated the proposed substitution fully;
- Yes believe that it is equal to or superior in all respects to the specified product, except as stated in the documentation provided above;
- Yes will provide the same warranty as that specified;
- Yes have included complete cost data and implications of the substitution; **Cost data will be submitted to the General Contractor/or Project Manager if we are allowed to bid.**
- Yes will pay any / all redesign and special inspection costs caused by the use of this product;
- Yes will pay any/ all additional costs to other contractors caused by the use of this product;
- Yes will coordinate incorporation of the proposed substitution into the Work;
- Yes will modify other parts of the Work as may be needed, to make all parts of the Work complete and functional;
- Yes waive future claims for added costs to the contract caused by this Substitution.

Name and address of similar projects utilizing the proposed product or method with name, address, and contact information of owner's representative whom the Architect can contact to discuss the product, installation and field performance data

PROJECT:	Flagler County Jail	PROJECT:	Mecklenburg County Jail Shower Ren
ADDRESS:	Bunnell, FL	ADDRESS:	700 East 4 th Street, Charlotte, NC
ARCHITECT:	Clemons Rutherford & Associates (850) 385-6153	ARCHITECT:	Bruce McLaury (county architect) 704-554-1415
OWNER:	Flagler County	OWNER:	Mecklenburg County Sheriff's Dept
CONTACTOR:	Marathon Engineering Corporation	CONTACTOR:	Gold Medal Construction Corp
DATE INSTALLED:	2016	DATE INSTALLED:	2012
DOLLAR VALUE:	\$107,000	DOLLAR VALUE:	\$6,634
PROJECT:	Manatee County Jail Shower Ren,	PROJECT:	Imperial Regional Detention Center
ADDRESS:	14470 Harlee Road	ADDRESS:	1499 State Highway 98, Calexico, CA
ARCHITECT:	Internally for Captain Sanchez	ARCHITECT:	Arrington Watkins, Phoenix, AZ, 602-631-6427
OWNER:	Manatee County, Capt. Sanchez, 941-747-3011. X2909	OWNER:	US Dept of Homeland Security / ICE
CONTACTOR:	Marathon Engineering / Gold Medal Construction	CONTACTOR:	Marathon Eng. Corp. through Hale Mills
DATE INSTALLED:	2013, 2014, 2015, 2016 (one phase per year)	DATE INSTALLED:	2012-2013
DOLLAR VALUE:	\$104,739	DOLLAR VALUE:	\$137,451

Substitution Request

This substitution Request was designed to address all issues for substituting products and/or means of installation as covered in the AIA General Conditions of the contract Articles and Subsections 3.3, 3.4 and 7.3.

PROJECT: Indian River County Jail Shower
Renovation
ADDRESS: 4055 41st Ave, Vero Beach, FL
ARCHITECT: County
OWNER: Indian River County, Lt. Adam
Bailey (see attached)
CONTACTOR: Marathon Engineering
DATE INSTALLED: 2015
DOLLAR VALUE: \$74,801

Substitution Request

This substitution Request was designed to address all issues for substituting products and/or means of installation as covered in the AIA General Conditions of the contract Articles and Subsections 3.3, 3.4 and 7.3.

Section 09 67 50

Decofloor Seamless Shower Coating System (DFL-950)

PART 1- General

1.01 SECTION INCLUDES

- A. Furnish necessary material, labor and equipment for substrate preparation and subsequent installation of the Decofloor Seamless Shower Coating System (DFL-950)
- B. Submit typical shop drawings including thickness of material, and typical requirements
- C. Submit two (2) corner samples, no smaller than 6" width, 6" length and 6" of height, which demonstrate color selections, desired finish texture and any transition and cove pieces required.
- D. Submit two (2) copies of the manufacturer's maintenance instructions

1.02 REFERENCE STANDARDS

- A. ASTM E 1907 Standard Guide to Methods of Evaluating Moisture Conditions of Concrete Floors to Receive Resilient Floor Coverings
- B. ASTM D4263 Standard Test Method for Indicating Moisture in Concrete by Plastic Sheet Method
- C. ASTM F 2170 Standard Test Method for Determining Relative Humidity in Concrete Slabs in situ Probes

1.03 RELATED WORK

- A. Coordinate work with contractors from the following sections:
 - a. 03000 – Concrete
 - b. 03370 – Concrete Curing
 - c. 03500 – Cementitious Decks and Toppings

1.04 QUALITY ASSURANCE

- A. Contractor's Qualifications: Contractor should be certified by product manufacturer and have no fewer than ten (10) successful completed projects of the same type system as specified.
- B. Submittal shall include a letter of training certification from the manufacturer stating that the installer is approved to apply the products specified in this section.
- C. Submit written description of installer's experience with specified material over the last 5 years, including job sizes and complexity. List a minimum of 5 projects including Owner's names and phone numbers.
- D. Manufacturers Responsibility
 1. Supervision: A representative of the materials manufacturer must be present on site for the duration of the preparation and for all phases of the installation of the specified resinous flooring system.
 2. Manufacturer Field Services: Continuous manufacturer's field representation shall be included as described under 1.04.D3.
 3. Material Manufacturer shall be responsible for the review of the project conditions that may impact product performance before product installation, including but not limited to project climate, acceptable temperature of substrate and air, acceptable

humidity levels of air, acceptable moisture content of substrates to be coated and all other conditions that are necessary for optimum product performance. The manufacturer's field representative shall document and verify that all conditions are acceptable prior to commencement of work. Work shall not proceed until manufacturer's representative provides a letter accepting field conditions.

4. The manufacturer's field representative shall submit through the Contractor written approvals of the proposed coating system including manufacturer's recommended applicator, manufacturer's recommended application procedures, and manufacturer's recommended surface preparation.

1.05 WARRANTY

- A. The manufacturer/contractor shall furnish a standard guarantee of for a period of one year from the substantial date of completion. The labor and material guarantee shall include loss of bond and wear-through to the concrete substrate from normal use.
- B. The following items will not be included within the warranty: damage due to structural design deficiencies including, but not limited to, slab cracking from lateral, vertical or rotational movement, gouging from forklifts, heavy tools or other equipment, delamination caused by vapor transmission due to plumbing or external water issues effecting the moisture content of the substrate.
- C. In cases of a warranty claim, the owner will notify the manufacturer/contractor in writing within 30 days of the first appearance of problem. The owner will provide free and unencumbered access to the area during normal working hours for warranty rework. Property protection is also the owner's responsibility. Remedy is limited to direct repair of the Decofloor Seamless Shower system.

1.06 PROJECT CONDITIONS

- A. The contractor shall visit the jobsite prior to the installation of the Decofloor Shower System to evaluate substrate condition, including substrate moisture transmission, quality and severity of cracking, and the extent of repairs needed. Substrate imperfections should be repaired only after mechanical preparation of the substrate. Surface preparations reveals most imperfections requiring repair. Concrete substrates shall be tested to verify that the moisture vapor transmission of the substrate does not exceed the Decofloor Shower System manufacturer's recommendations. Cost associated with repair, leveling and remediation of the substrate are the responsibility of the provider of the substrate.
- B. Floor slabs: Concrete must be sound and meet all requirements as outlined in Section 3.01
- C. Walls
 1. Concrete Masonry Unit(CMU):
 - a. Mortar joints are struck clean and filled tightly to avoid gaps or holds providing a neat, uniform appearance in accordance with procedures as outlined under Division 4 – "Masonry"
 - b. All mortar spatter shall be removed, including protruding mortar edges, and other excessive mortar
 - c. All rough edges shall be ground smooth.

d. All masonry joints are to be struck flush. Concave mortar tooling shall not be permitted.

d. All surfaces shall be clean, dry and free of contaminants prior to installing coatings.

2. Gypsum board and Cement board:

a. Level 3 finish minimum. Cement board shall have the rough side facing out to promote optimum adhesion of the coating system.

b. All surfaces shall be clean and dry and free of contaminants.

3. Concrete Walls and Ceilings:

a. All surfaces shall be clean, dry and free of contaminants.

b. Areas containing imperfections such as pinholes, recesses, holes, etc. shall be pre-patched or filled in accordance with manufacturer's recommendations prior to installing the specified system.

c. All surfaces shall be clean, dry and free of contaminants prior to installing coating.

- D. Lighting: Provide permanent lighting or, if permanent lighting is not in place, simulate permanent lighting conditions during resinous floor/wall application.
- E. Close spaces to traffic during resinous coating application and for not less than 24 hours after application, unless manufacturer recommends a longer period.
- F. Coating Contractor should exercise care during surface preparation and system installation to protect surrounding substrates and surfaces, as well as in-place equipment. The contractor shall prepare the substrate to remove laitance and open the surface. This shall be achieved by light brush grit blasting, surface grinding or acid etching. Surface profile achieved shall be similar to medium grit sandpaper and free from bond-inhibiting contaminants. Costs incurred that are associated with damage from negligence or inadequate protection should be the sole responsibility of the contractor.
- G. Sub floor tolerances should be specified by project architect/engineer (in accordance with ACI 302). Each drain in the installation area must be working and raised or lowered to the actual finished of the Decofloor Shower System.
- H. Area of installation must be protected by the General Contractor or, as a separate bid item, by the installing contractor until it is inspected and turned over to the owner. The minimum slab temperature must be conditioned to 60 degrees F before commencing installation, during installing and for at least 72 hours after installation is complete. The substrate temperature must be at least 5 degrees G above the dew point during installation.
- I. Leaks from pipes and other sources must be corrected prior to the installation of the Decofloor Seamless Shower Coating System.

PART 2 - Products

2.01 MATERIALS

- A. The Decofloor Seamless Shower Coating System (DFL-950) as manufactured by Gold Medal Construction Corporation, 5615 2nd Street West, Suite 2, Lehigh Acres, FL 33971. Phone 239.303.7380. Web: www.thedecofloor.com
- B. Basis of Design System: The Decofloor Seamless Shower Coating System as formulated consisting of: Decofloor Moisture Mitigation Primer (DFL-1050), Decofloor 100% Solids Urethane Color Base Coat (DFL-200), Color Quartz Aggregate, Decofloor Urethane Clear Gloss Sealer (DFL-200CGF). Overall System minimum thickness is 1/16".
- C. Preapproval is required by architect for any and all substitutions. Bidders are encouraged to submit materials that meet the Basis of Design as per system properties as listed under 2.02A, 1 thru 7. In order to have a material accepted as a Pre-Approved Material for the work outlined herein the items listed in section 1.04 and 1.05 and must be received by the architect for evaluation and approval not less than 21 days prior to the original published bid date. Submittals circumventing this process will not be approved and will not be acceptable for inclusion in this project.

2.02 PROPERTIES

Color as chosen by the architect from the manufacturer's color offerings

- A. Typical physical properties of Decofloor Shower System
 1. Hardness (ASTM D-2240) – 70 Shore D
 2. Tensile Strength (ASTM D-638) – 2,500 psi
 3. Elongation (ASTM D-638) – 65%
 4. Bond Strength (ASTM D-7234) - >400 psi (100% Concrete Failure)
 5. Coefficient of Friction (Dry) (ASTM-F-1679) – 0.77
 6. Coefficient of Friction (Wet) (ASTM-F-1679) – 0.66
 7. Abrasion Resistance (ASTM-D-4060, CS17) - <0.20mg

PART 3 - EXECUTION

3.01 SURFACE PREPARATION

- A. Prepare and clean substrates in accordance with manufacturer's written instructions for substrate indicated. Provide clean, dry and neutral pH substrate for resinous floor/wall application. Obtain the substrate letter of acceptance as referenced in Section 1.04.
- B. Concrete Substrates: Provide sound concrete surfaces free of laitance, glaze, effervescence, curing compounds, form-release agents, dust, dirt, grease, oil, and other contaminants incompatible with resinous floor/wall applications
- C. Concrete Masonry Units: Masonry contractor is responsible to provide an acceptable surface for specified coating system. A visual inspection by the onsite manufacturer's representative is required to insure that the substrate is acceptable to receive the specified coating. Any deficiencies shall be corrected by the masonry contractor. Requirements for an acceptable surface are as follows:

1. Mortar shall have a minimum of 28 days cure prior to coating.

2. Mortar joints are struck flush and filled tightly to avoid gaps or holes and to provide a neat, uniform appearance in accordance with procedures as outlined under Division 4 – Masonry.
3. Removal of all mortar spatter, protruding mortar edges or any excessive mortar.
4. All rough edges are to be ground smooth.
5. Concrete masonry units are to be cleaned as specified under requirements as outlined under Division 4 Masonry.
6. All surfaces shall be clean, dry, free of efflorescence, or other contaminants

3.02 INSTALLATION

A. Apply each component of the Decofloor Seamless Shower Coating System in compliance with manufacturer's written installation instructions and strictly adhere to mixing and installation methods, recoat windows, cure times and environment restrictions. The Decofloor Shower System is to be installed directly over non-moving control joints and cracks which have been treated with Decofloor Fill and the Decofloor Shower System will terminate at the edge of isolation and expansion joints as designated by the Architect, Engineer or Design Professional. Integral cove base shall be installed where specified in drawings.

B. Control Joints

Original bid assumes repair and treatment of control joints not to exceed standard practice. Additional treatment is considered excessive and must be bid on a per linear foot basis.

C. Isolation/Expansion and Other Joints Subject to Movement

All expansion joints must be honored through the flooring system.

D. System Primer- Apply moisture mitigation primer (DFL-1050) according to manufacturer's instructions

E. Base Coat – Apply DecoFloor™ 100% Solids Polyurethane Color Base Coat (DFL-100) per manufacturer's instructions. Broadcast quartz aggregate with the use of a spray hopper. After curing, repeat second aggregate broadcast after applying Decofloor Urethane Clear Gloss Sealer (DFL-200CGF).

F. Seal Coat – Apply Decofloor Urethane Clear Gloss Sealer (DFL-200CGF) as per manufacturer's instructions. Apply additional coats to achieve desired texture.

3.03 CURING, CLEANING AND PROTECTION

- A. Cure the Decofloor Seamless Shower Coating System materials in compliance with manufacturer's directions, taking care to prevent contamination during stages of the installation and prior to completion of the curing process.
- B. Protect the Decofloor Seamless Shower Coating System from damage and wear during other phases of the construction operation, using temporary coverings as

recommended by the manufacturer, if required. Remove temporary covering just prior to final inspection.

- C. Clean the Decofloor Seamless Shower Coating System just prior to final inspection, using materials and procedures suitable to the system manufacturer.
- D. Some cleaners will affect the color, gloss or texture of your polymer floor surfaces. To determine how your cleaner will perform, first test each cleaner, in a small area, utilizing your cleaning technique. This precaution will demonstrate the effect of your cleaner and technique. If no deleterious effects are observed, continue with the procedure. If deleterious effects do occur, modify the cleaning material and/or procedure. For recommendations regarding types of cleaners, contact the Decofloor Seamless Shower Coating System manufacturer.

END OF SECTION 096750

Revised: 01/16

DECOFLOOR 850 EMM

EPOXY MOISTURE MITIGATION SYSTEM

Decofloor 850 EMM is a 2-component, 100% solids, zero VOC, enhanced epoxy based coating system which prevents the passage of water vapor and moisture transmission in concrete substrates, thus eliminating issues with delamination of adhesives, coatings, and other floor coverings. **Decofloor 850 EMM** reduces water vapor transmission levels up to 25 lbs./1000 ft²/24 hrs. to below 3 lbs./1000 ft²/24 hrs. or less for installation of most floor covering systems. **Decofloor 850 EMM** is compatible with most epoxy and polyurethane based materials. Materials should always be tested for adhesion properties to **Decofloor 850 EMM** prior to application.

TYPICAL USES

Decofloor 850 EMM is designed to solve the problems with moisture/water vapor emission through concrete and other cementitious underlayments. The **Decofloor 850 EMM** coating may be applied on a properly prepared concrete surface which has had a minimum of 7 days cure time.

Applications of **Decofloor 850 EMM** include institutional facilities, shower and bathrooms, commercial kitchens, schools, hospitals, industrial, retail and many other areas where floor coverings are being installed over concrete.

SURFACE PREPARATION

Concrete substrates to receive **Decofloor 850 EMM** must be structurally sound, stable, absorptive, and meet concrete standards as defined in the American Concrete Institute (ACI) Committee 201 Report "Guide to Durable Concrete". Surfaces must be free of adhesives, coatings, curing compounds, sealers, efflorescence, dust, grease, oils and any other material or compound that may interfere with adhesion or cure of the coating. Building envelope should be enclosed and environmentally controlled prior to coating application.

All leveling and patching materials, coatings and adhesives must be removed prior to installing **Decofloor 850 EMM**. Concrete substrate should be shot blasted or mechanically prepared to a Concrete Surface Profile (CSP) of 2 to 3. The manufacturers technical department should be consulted to ensure proper concrete preparation is acceptable.

Concrete must be vacuumed free of all dust, dirt, and debris prior to application of **Decofloor 850 EMM**. Sweeping compounds should not be used. The concrete surface must be a minimum of 5°F (-15°C) above the dew point temperature. **Decofloor 850 EMM** should not be applied when dew point atmosphere conditions exist.

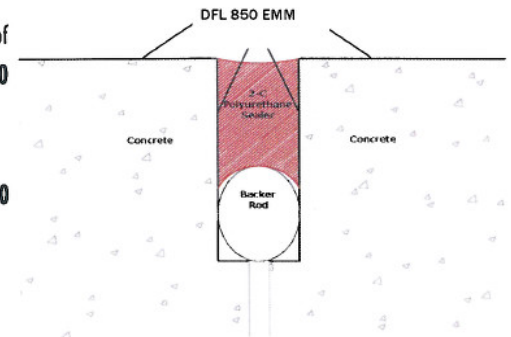
JOINTS AND CRACKS

Non-moving joints and cracks should be cleaned and/or routed out prior to application of **Decofloor 850 EMM**. These types of joints and cracks can be filled with **Decofloor 850 EMM** mixed with an appropriate thickening material.

Expansion joints should be handled using the detail shown to the right. Allow **Decofloor 850 EMM** to cure before applying manufacturers approved PU sealant.

PRODUCT PROPERTIES

	Imperial	Metric
Density	9.19 (lbs/gal)	1.10 g/cm ³
Packaging	3 Gallon kits	11.4 Liter kits
Pot Life:	45 minutes (78°F)	45 minutes (25°C)
Cure Time:	4-6 hours (78°F)	4-6 hours (25°C)
VOC's	< 0.001 (lbs/gal)	< 0.05 (g/L)
Solids (Weight)	100%	100%
Viscosity	~ 600 cps (78°F)	~ 600 cps (25°C)



5615 2nd Street West—Suite 2, Lehigh Acres, FL 33971

(239) 303-7280 | www.thedecofloor.com

Decofloor 850 EMM

APPROXIMATE SUGGESTED COVERAGE RATE

Moisture Vapor Rate (ASTM F1869)	Relative Humidity Test (ASTM F2170 or F2420)	Imperial Coverage Rate	Metric Coverage Rate
Up to 10 lbs/1000 ft ² /24 hrs	Up to 85%	130 ft ² /gal	3.18 m ² /L
Up to 15 lbs/1000 ft ² /24 hrs	85-90%	115 ft ² /gal	2.81 m ² /L
Up to 25 lbs/1000 ft ² /24 hrs	90-100%	90 ft ² /gal	2.20 m ² /L

APPLICATION INSTRUCTIONS

Ensure proper Personal Protection Equipment (PPE) is used during the handling of **Decofloor 850 EMM**. Refer to Safety Data Sheet (SDS) for details.

Decofloor 850 EMM material and concrete substrate should be at a minimum of 50°F (10°C) at time of mixing prior to application.

Decofloor 850 EMM is supplied in a pre-measured 2-component system. It is not recommended to mix partial containers. Do not alter mix ratios or thin down. Pour the B-side component into the A-side container while mixing with Jiffy-type mixer. Stir mixture at low speed (<400 rpm) for approximately 3 minutes using "Jiffy-type" mixer. Ensure that the material at the bottom and sides of pail are mixed. Pour the fully mixed material onto the substrate immediately after mixing.

Decofloor 850 EMM is best applied using a hard rubber squeegee. The coverage rate depends on the surface texture and porosity of the substrate as well as the degree of moisture level. On average, a coverage rate of 90-130 ft²/gal (2.2-3.2 m²/L) should be expected, but may vary from project to project. Insure that the material is applied at correct coverage rate by marking the area to be covered. Refer to approximate suggested coverage rate chart for details. Allow for a minimum cure time of 12 hours before application of surfacing product. Dry sand (#20 silica sand) may be broadcasted into the wet, freshly applied primer coat to help enhance adhesion properties of the surfacing product. Consult a manufacturers technical representative for detailed application instructions.

STORAGE

Decofloor 850 EMM should be stored in cool, dry surroundings. Avoid prolonged storage at temperatures over 90°F (32°C) or below 40°F (4.5°C). Under proper storage conditions, storage life of **Decofloor 850 EMM**, in the original, factory sealed containers is 12 months.

CAUTION

Do not breathe vapors. Use with adequate ventilation. Do not get in eyes or on skin or clothing. In cases of contact with skin, wash immediately with soap and water. In cases of contact with eyes, flush eyes with water for fifteen minutes and obtain prompt medical treatment.



5615 2nd Street West—Suite 2, Lehigh Acres, FL 33971
 (239) 303-7280 | www.thedecofloor.com

DECOFLOOR SHOWER SYSTEM DFL-950

SEAMLESS SHOWER COATING SYSTEM

The Decofloor Shower System (DFL-950) is an aggregate broadcast, slip resistant coating system that combines a decorative appearance with excellent chemical, stain and wear resistance. This solvent free polyurethane system creates a dense, stain resistant surface, and involves the use of a new “green chemistry”. Unlike traditional coating systems, the Decofloor Shower System DFL-950 contains no harmful VOC’s making it VOC compliant in all 50 U.S. States. In addition, over 35% of the polymer coating system uses a formula that includes a new renewable raw material, modified vegetable oil, as opposed to standard petroleum-based materials.

TYPICAL USES

The Decofloor Shower System can be used in both new construction as well as renovation projects. Because of it’s slip resistant properties, the Decofloor Shower System is ideal for locker room, public and institutional showers, or anywhere where liability is a large concern.

The Decofloor Shower System is also mold and fungus resistant, and offered in an infinite array of colors and textures in order to satisfy the most challenging needs.

SURFACE PREPARATION

Concrete substrates to receive the Decofloor Shower System must be structurally sound, stable, absorptive, and meet concrete standards as defined in the American Concrete Institute (ACI) Committee 201 Report “Guide to Durable Concrete”. Surfaces must be free of adhesives, coatings, curing compounds, sealers, efflorescence, dust, grease, oils and any other material or compound that may interfere with adhesion or cure of the coating.

All previous shower coatings must be ground off prior to installing the Decofloor Shower System. Any leveling and patching materials must be compatible with Decofloor products to ensure adhesion. Any shower tiles must be removed prior to the installation of the Shower System. The Decofloor Shower System can also be applied to cement board products made for use in wet environments.

JOINTS AND CRACKS

Non-moving joints and cracks should be cleaned and/or routed out prior to application of the Decofloor Shower System. These types of joints and cracks can be filled with Decofloor 850 EMM mixed with an appropriate thickening material.

PRODUCT PROPERTIES *based on Quartz Aggregate

	Test	Rating
Hardness	ASTM D-2240, Shore D	70
Tensile Strength	ASTM D-638	2,500 psi
Elongation	ASTM D-638	65%
Coefficient of Friction (dry)	ASTM F-1679	0.84
Coefficient of Friction (wet)	ASTM F-1679	0.72
VOCs	ASTM D-5116 & California Spec. 01350	No VOC’s detected
Bond Strength	ASTM D-7234, 100% Concrete Failure	>400psi
Fungal Contamination	MIL 810G	Resistant
Slip Resistance/ Coefficient of Static Friction	ASTM D-6205	0.78
Abrasion Resistance	ASTM-D4060	<.11g @ 5,000 cycles
Critical Radiant Flux	ASTM E-648-03	>1.16



5615 2nd Street West—Suite 2, Lehigh Acres, FL 33971

(239) 303-7280 | www.thedecofloor.com

Decofloor Shower Coating System

SYSTEM COMPONENTS

Concrete Primer—a two-component, 100% solids, urethane primer on wall components

Decofloor 840 EMM, Epoxy Moisture Mitigation System.

Ecocove 45-degree Cove base— Bio-based preformed cove base, which will be used as a transition between the floor and walls

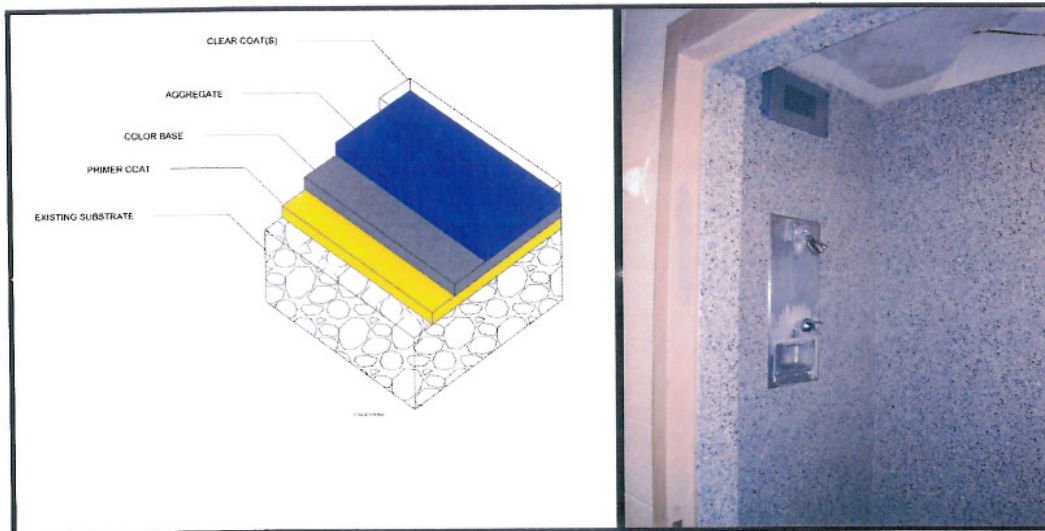
Decofloor DCF-100C—a two-component, 100% solids, polyurethane resin

Aggregate Broadcast—colored quartz, either grade 40-S or 25-A, or colored vinyl flake approximately 1/8” or 1/16”

Decofloor DCF-200CGF—a two-component, 100% solids, UV stable, aliphatic polyurethane resin

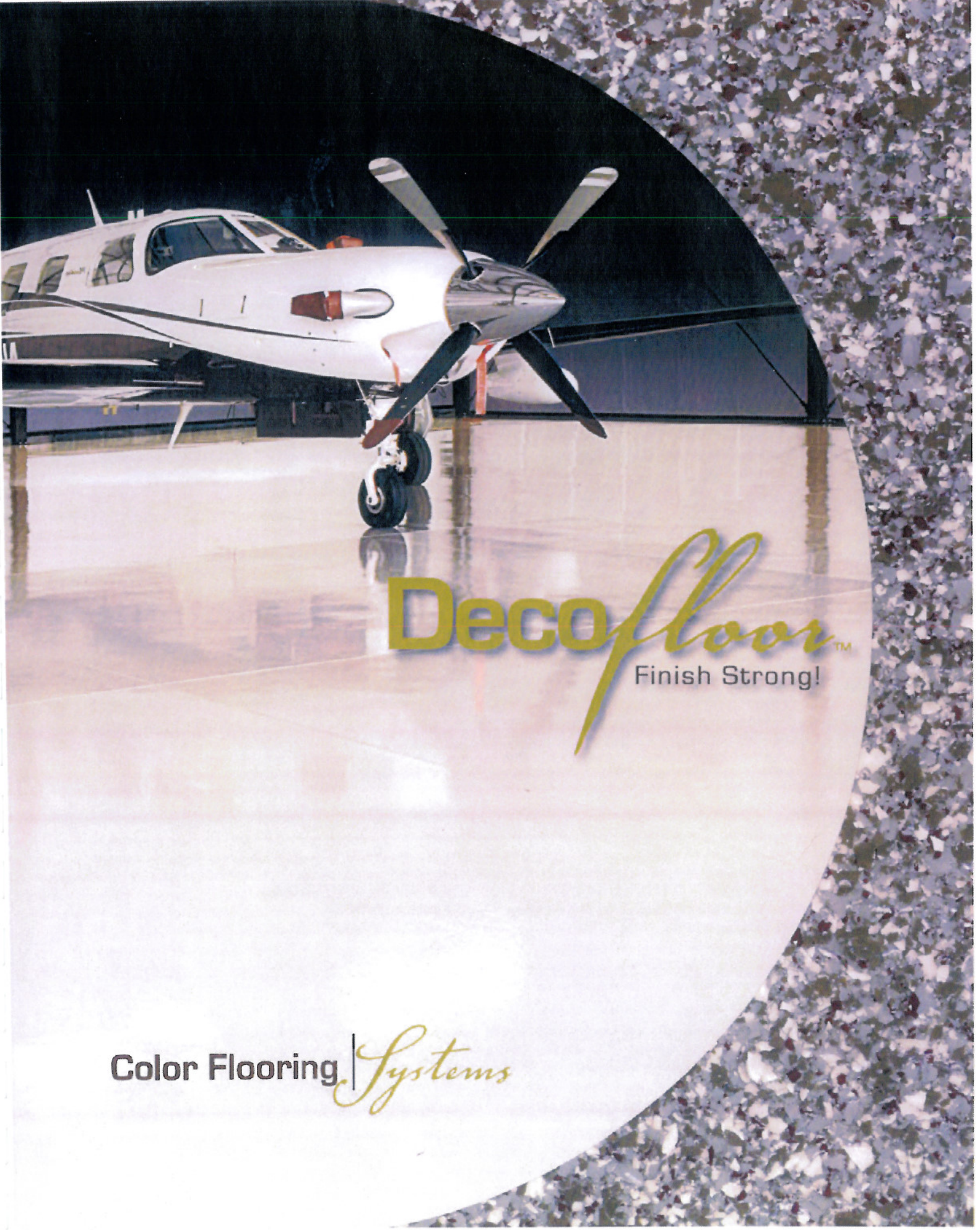
STORAGE

Components for the **Decofloor Shower Coating System** should be stored in cool, dry surroundings. Avoid prolonged storage at temperatures over 90°F (32°C) or below 40°F (4.5°C). Under proper storage conditions, storage life of **Decofloor Quartz System** components, in the original factory sealed containers is 12 months. Both the quartz aggregate and the vinyl flake aggregate do not have a shelf life, but still must be stored in a dry place.



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Deco *floor*™
Finish Strong!

Color Flooring | *Systems*



Coverage without *Compromise*

SUPER DURABLE SURFACE

Today architects, designers and contractors have many options when it comes to choosing a flooring surface. Application, budget, overall durability and aesthetics play important roles in the selection and specification of the right material for the job.

Decofloor Color Flooring Systems are specifically engineered for the toughest jobs. Superior durability, economical cost and anti-microbial and mildew properties make Decofloor perfect for institutional, industrial and commercial facilities where a large volume of foot traffic, vehicles, or moisture place high demands on the surface.

A decorative aliphatic polyurethane system, Decofloor provides a chemical resistant, easy to apply and easy to clean surface that looks great and performs well even under the most demanding day-to-day activities.



De

5615 2nd Street West, Suite 2 • Lehigh

decofloor@earthlink.net

EASY APPLICATION

Decofloor is easy to apply. With properly cured concrete (at least 45 days), Decofloor can be applied and ready to use in about four or five days depending on the heat and humidity of the area.

The surface must be clean and free from dirt, oil, wax, other contaminants and foreign materials that may interfere with the bonding process. Primer should be applied to the surface to insure a secure bond. After primer has completely dried, the base color is applied according to installation instructions and "broadcasting" begins.

"Broadcasting" is the scattering of vinyl chips or colored quartz across the wet surface of the color base to create a "flecked" or random pattern on the surface. After "broadcasting" is allowed to cure for eight to ten hours and the surface is brushed clean of all loose flecks, a clear coat sealer is applied to lock in the beauty of the surface. For a smoother surface, a second coat may be applied after the initial sealer has dried. The surface cures in 12 hours and is ready for use in 36 to 48 hours after the application of the final clear coat.

IDEAL FOR MANY APPLICATIONS

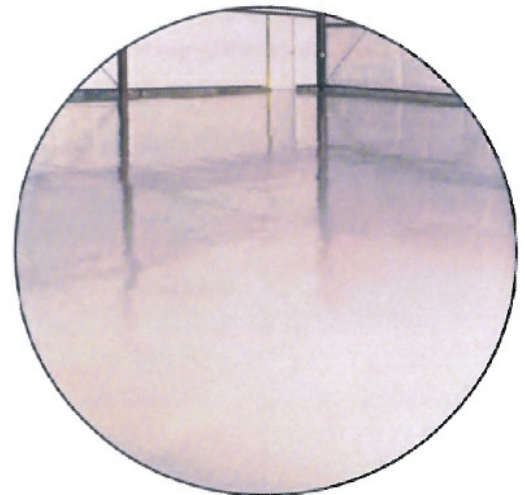
- Manufacturing Facilities
- Warehouses
- Retail Facilities
- Schools
- Commercial Kitchens
- Healthcare Facilities
- Laboratories
- Garages
- Workshops
- Sports Facilities
- Offices



BEFORE



APPLICATION



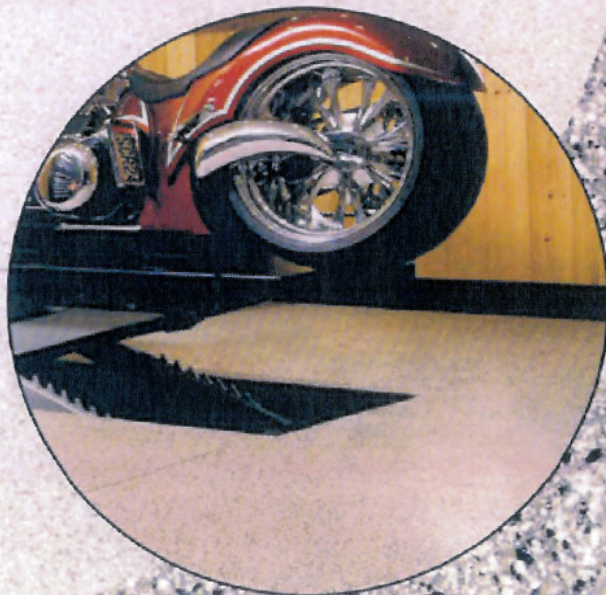
AFTER

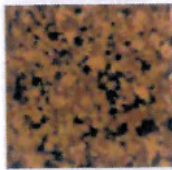
A photograph of a motorcycle parked in a garage. The floor is a light-colored, speckled material. The motorcycle is a cruiser style with a chrome finish. The background shows a house with a window and a door.

Green & LEED | *Friendly*

Decofloor is on the forefront of the green building trend. It uses polyurethane technology formulated with 100% solids. Its coating system contains no solvents (VOCs), making it VOC compliant in all 50 states. In addition, over 35% of the polymer coating system uses an advanced formula that includes a new state-of-the-art renewable raw material as opposed to standard petroleum based products.

The durable, low-odor, zero VOC, Decofloor System is an environmentally preferred product that exceeds GS-11 criteria for coatings in LEED certified buildings. That's good news when building or remodeling "green" and working toward any level of LEED certification. Check with the United States Green Building Council (USGBC) for potential LEED credits and categories on your specific application.





CB102
Olive, Charcoal,
Gray



CB106
Gold, Gray, White



CB112
Gold, Dove Gray



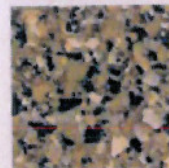
CB301
Burgundy, Gray,
Olive



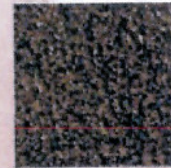
CB303
Powder Blue,
Taupe, Charcoal



CB304
Patio Red, Ivory,
Blue Scone



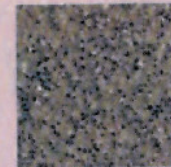
CB319
Dark Blue, Scone
(Gray), Ivory



Q3
Black Granite



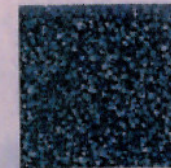
Q4
Adobe Red



Q5
Ice



Q6
Sienna



Q7
Blue Granite



Q9
Aqua



Q10
Southern Moss

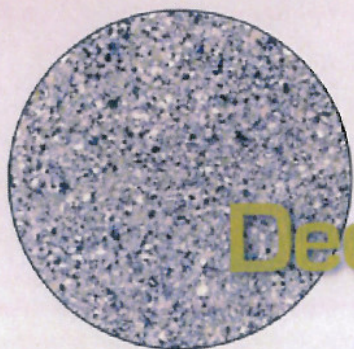
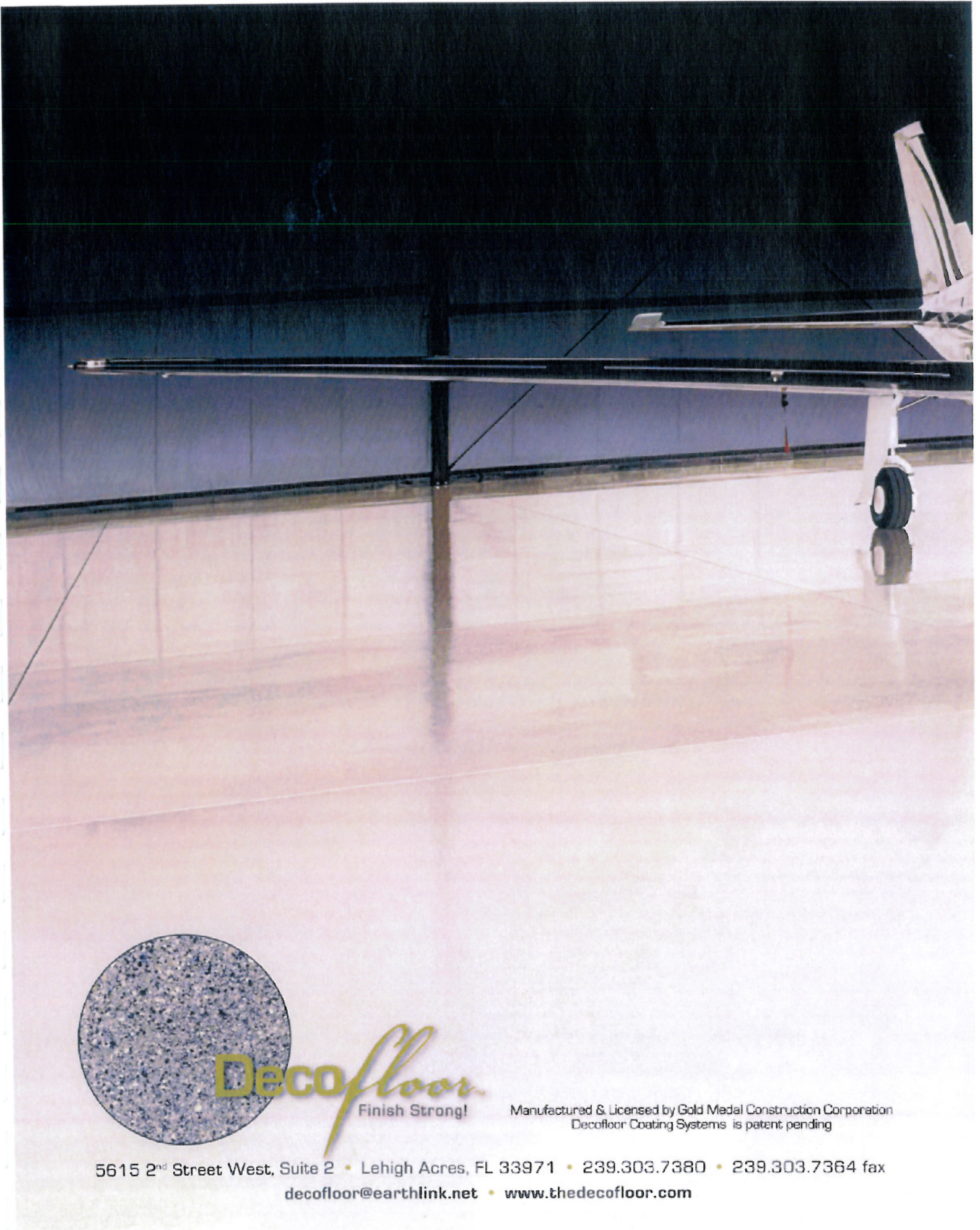
Many Color | *Options*

Decofloor Color Flooring Systems are available in a broad range of color combinations that compliment a variety of color schemes and applications. Select from multiple palettes of color combinations for our:

- Decofloor Flake System
- Decofloor Quartz System
- Decofloor Padded Flake System
- Decofloor Padded Quartz System

Because of our design flexibility and custom capabilities, new colors are constantly being created. The chart at left depicts some of our most popular color blends. To see our full range of available colors please check our web site at www.thedecofloor.com/colors

Call 239.303.7380 or visit our web site for complete product specification information, step-by-step application instructions or to find a Decofloor dealer in your area.



Decofloor
Finish Strong!

Manufactured & Licensed by Gold Medal Construction Corporation
Decofloor Coating Systems is patent pending

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decofloor@earthlink.net • www.thedecofloor.com



Deco *floor*™
Finish Strong!

**CORRECTIONAL
GRADE FLOORING
SYSTEMS**

ONE PRODUCT—MANY SOLUTIONS

Whether its the moisture problems ever present in your showers, the wear patterns evident on your booking rooms floor, or the need for an antimicrobial surface in your infirmary - Decofloor can handle the job. :

IDEAL FOR MANY CORRECTIONAL APPLICATIONS:

- LOBBY and BOOKING AREAS
- SALLYPORTS
- BATHROOMS AND SHOWERS
- LOCKER ROOMS
- INFIRMARIES AND HEALTHCARE AREAS
- KITCHENS AND FOOD PREP
- PROPERTY STORAGE

Decofloor is easy to apply. With properly cured concrete (at least 45days), Decofloor can be applied and ready to use in about two days, depending on the heat and humidity of the area. The surface must be clean and free from dirt, oil, wax, other contaminants and foreign materials that may interfere with the bonding process. For renovation projects, our installation crews will grind and remove the existing coatings on the wall and floor surfaces prior to fixing any minor imperfections or cracking within the concrete or substrate surfaces. The Decofloor Systems can be applied to cover exiting expansion joints thereby eliminating debris collection points.

Primer should be applied to the surface to insure a secure bond. After primer has completely dried the base coat is applied according to installation instruction and "broadcasting" begins. "Broadcasting" is the scattering of vinyl chips or color quartz across the wet surface to create an aesthetic pattern on the surface. After the system is cured and brushed clean of all loose aggregate, the clear coat sealer is applied to lock in the beauty of the surface.

SHOWER & BATHROOM RENOVATIONS



"EXISTING SHOWER"

FULL
RESURFACE &
PREP



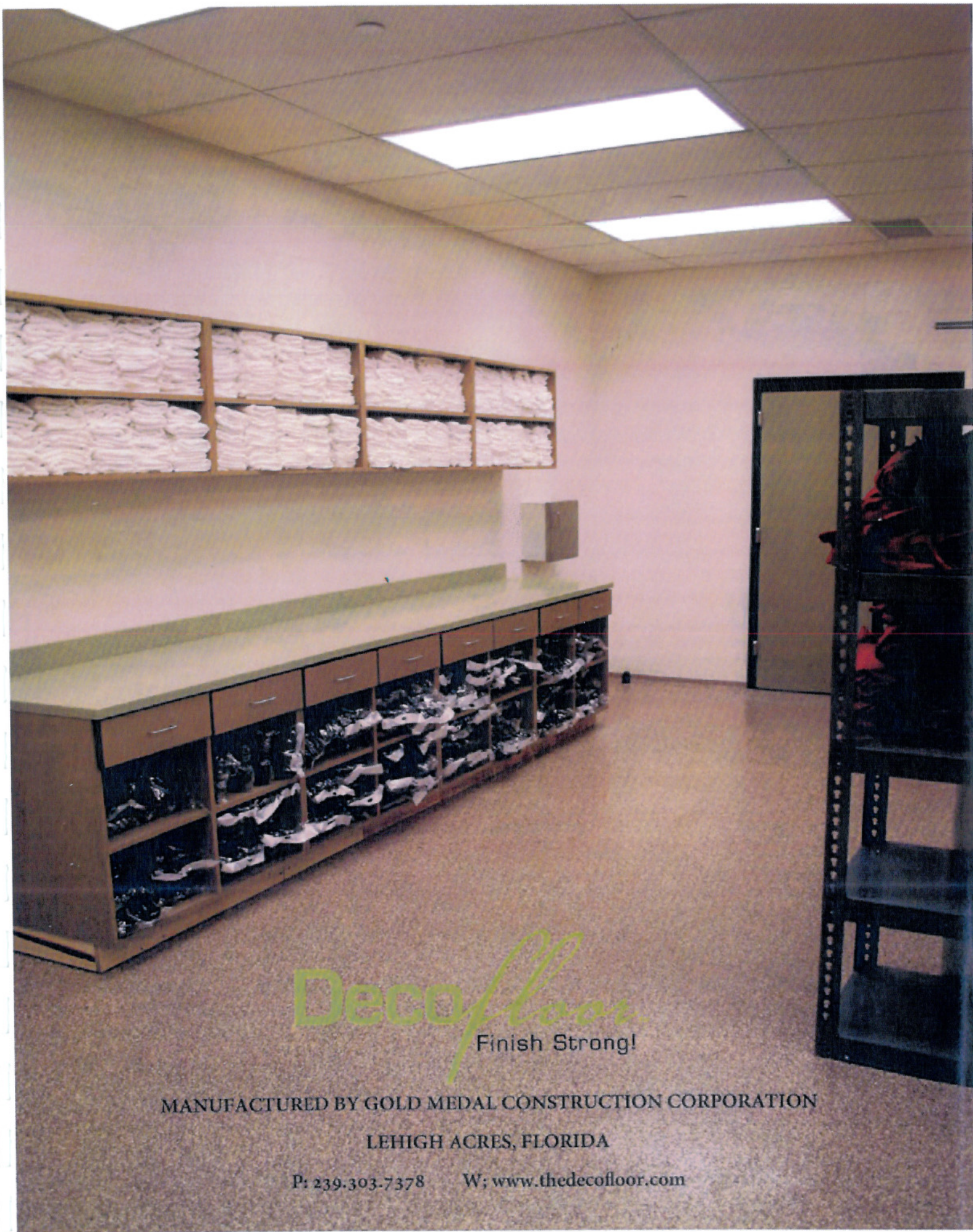
FINISHED
RENOVATION

GREEN & LEED FRIENDLY

Decofloor is on the forefront of the green building trend. It uses polyurethane technology formulated with 100% solids. Its coating system contains no solvents (VOCs) making it VOC compliant in all 50 states and abroad. In addition, over 35% of the polymer coating system uses an advanced formula that includes a new state-of-the-art renewable raw material as opposed to standard petroleum based products.

The durable, low-odor, zero VOC Decofloor Systems is an environmentally preferred product that exceeds GS-11 criteria for coatings in LEED certified buildings. That's good news when building or remodeling "green" and working toward any level of LEED certification. Check with the United States Green Building Council (USGBC) for potential LEED credits and categories on your specific application.





Decofloor
Finish Strong!

MANUFACTURED BY GOLD MEDAL CONSTRUCTION CORPORATION

LEHIGH ACRES, FLORIDA

P: 239.303.7378

W: www.thedecofloor.com

Deco*floor*
Shower Systems

www.thedecofloor.com

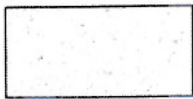
- Complete monolithic coating system encapsulating the floor, walls and ceiling of the shower
- "Zero VOC" System
- Non-slip, easy to clean surface
- Can be applied to Concrete, CMU or Steel Showers or Substrate
- An infinite number of color choices available
- Over four decades of experience working in occupied facilities



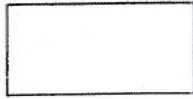
Deco*floor*
Finish Strong!

239.303.7380

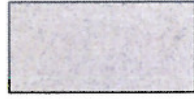
ColorGranules™ Unicolors Palette



Q1010*
WHITE



Q1015
EGGSHELL



Q1310*
ASH



Q1320
SMOKE



Q1330*
GRAVEL



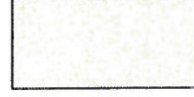
Q1340*
CHARCOAL



Q1350
FLINT



Q1020*
BLACK



Q1210
IVORY



Q1215*
BUTTER



Q1220
BEIGE



Q1280
BUFF



Q1240*
TAN



Q1230*
CAPPUCCINO



Q1290
TOFFEE



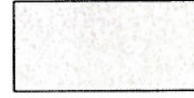
Q1250*
TAUPE



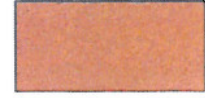
Q1260*
SIENNA



Q1270*
BROWN



Q1630
BLUSH



Q1640
APRICOT



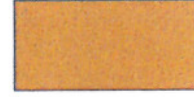
Q1620*
CRIMSON



Q1610
RED



Q1650
BORDEAUX



Q1520
ORANGE



Q1510*
GINGER



Q1710
YELLOW



Q1720*
MUSTARD



Q1410
CLOVER



Q1440
LEMONGRASS



Q1420
VINEYARD



Q1430*
RAINFOREST



Q1150
ASPEN



Q1130*
SLATE



Q1160
CAPRI



Q1140*
TEAL



Q1115*
COBALT



Q1110*
BLUE



Q1120*
NAVY



Q1810
PLUM

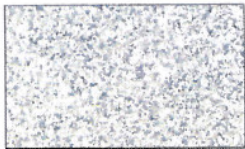


Q1820
LOGANBERRY

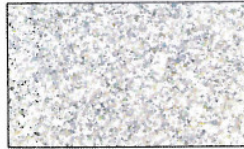
40-S (Broadcast) Grade *All Unicolors In-Stock* | 25-A (Trowel) Grade ** In-Stock Unicolors*



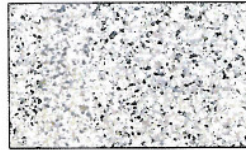
ColorGranules™ Signature Blends



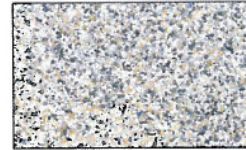
QB-1001



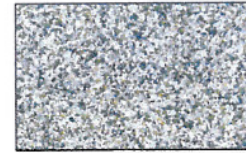
QB-1002



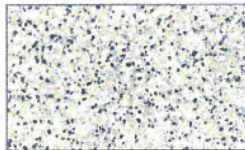
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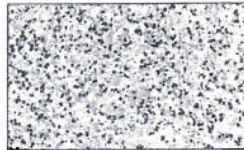
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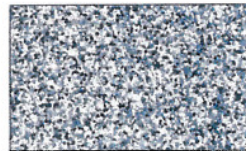
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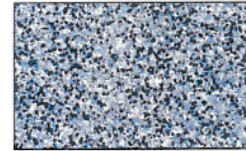
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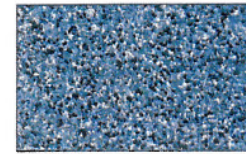
QB-1007



QB-1008



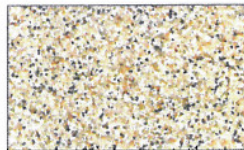
QB-1009



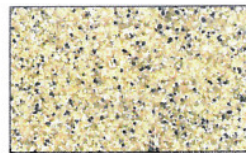
QB-1010



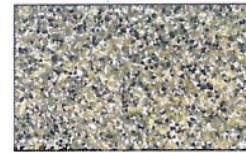
QB-1011



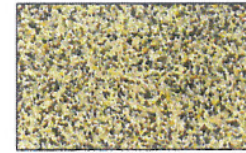
QB-1012



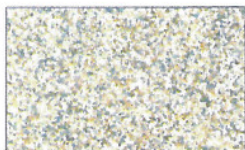
QB-1013



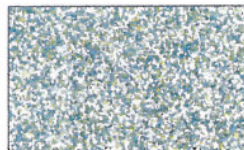
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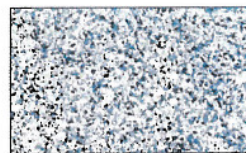
QB-1015



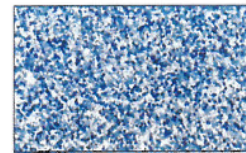
QB-1016



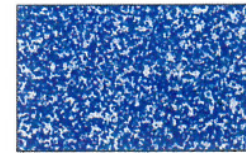
QB-1017



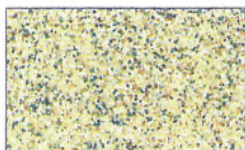
QB-1018



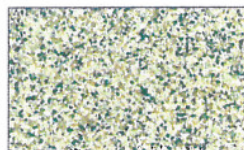
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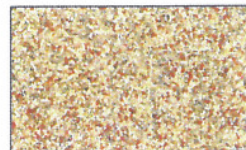
QB-1020



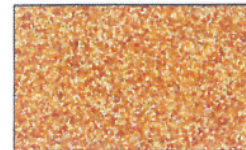
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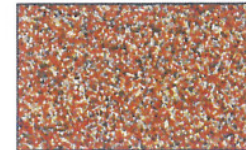
QB-1022



QB-1023

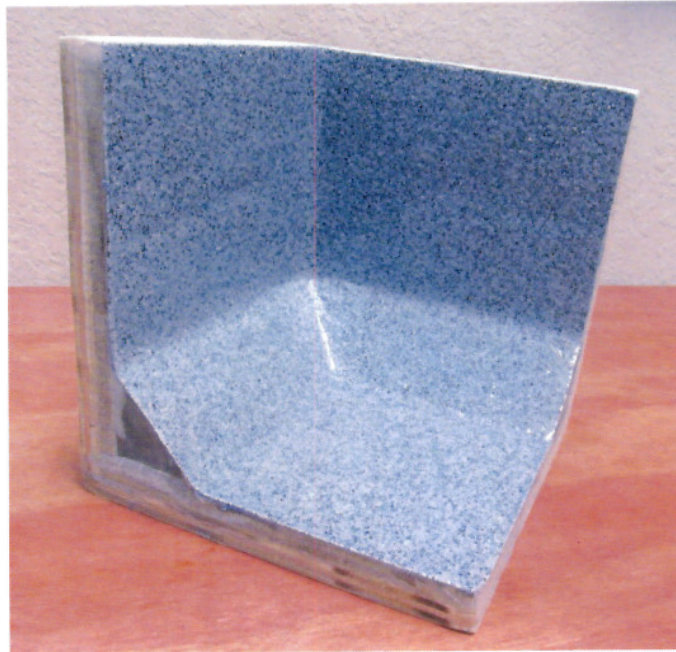


QB-1024



QB-1025

















BUILDING A LEGACY OF EXCELLENCE

Contract Sheet

Nash Industries, Inc.
6610 Supply Row Houston TX 77011
O: 281-829-4815 | F: 281.783.2458

**Contract Sheet
Bid 20-085**

**THE STATE OF TEXAS
COUNTY OF FORT BEND**

This memorandum of agreement made and entered into on the 25 day of August, 2020,
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by
County Judge KP George, by virtue of an order of Fort Bend County Commissioners Court, and
Nash Industries Inc (hereinafter designated Contractor).


(company name)


WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Shower Renovations in Fort Bend County Jail** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 25 day of August 2020.


By: _____ **Fort Bend County, Texas**
County Judge, KP George


By: _____ **Signature of Contractor**

By: Christopher Nash - Vice President
Printed Name and Title



BUILDING A LEGACY OF EXCELLENCE

W-9 Form

Nash Industries, Inc.
6610 Supply Row Houston TX 77011
O: 281-829-4815 | F: 281.783.2458

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Nash Industries Inc	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) 6610 Supply Row City, state, and ZIP code Houston, Tx 77011 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								

Employer identification number									
2	6	-	1	6	4	0	8	6	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person <i>Nicole Smith</i>	Date ▶ 07/12/2020
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. The IRS has created a page on irs.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 2. Certify that you are not subject to backup withholding, or
 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and
 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



BUILDING A LEGACY OF EXCELLENCE

Tax Form/Debt/Resident Certification

Nash Industries, Inc.
6610 Supply Row Houston TX 77011
O: 281-829-4815 | F: 281.783.2458



BUILDING A LEGACY OF EXCELLENCE

Contractor Acknowledgment of Stormwater Management Program

Nash Industries, Inc.
6610 Supply Row Houston TX 77011
O: 281-829-4815 | F: 281.783.2458

Mandatory Form



Contractor Acknowledgement of Stormwater Management Program

I hereby acknowledge that I am aware of the stormwater management program and standard operating procedures developed by Fort Bend County in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Fort Bend County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
6. Sanitary waste, trash, debris, or other waste products
7. Wastewater from wet saw machinery,
8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Fort Bend County immediately of any issue caused by or identified by:

Nash Industries Inc

(Company/Contractor)

that is believed to be an immediate threat to human health or the environment.

A handwritten signature in blue ink, appearing to read "Christopher Nash", is written over a horizontal line.

Contractor Signature

08/04/2020

Date

Christopher Nash

Printed Name

Vice President

Title



BUILDING A LEGACY OF EXCELLENCE

Three Letters of Recommendation

Nash Industries, Inc.
6610 Supply Row Houston TX 77011
O: 281-829-4815 | F: 281.783.2458



City of Morgan's Point

510 Bayridge Rd., ★ Morgan's Point, TX 77571
(281) 471-2171 ★ FAX (281) 471-7473

To Whom It May Concern,

The City of Morgan's Point has worked with Nash Industries over the last three years to perform renovation projects. The first project, which was completed last year, was the restoration of a ninety-year-old building that serves as City Hall. The second project, which is currently under construction, includes renovating the City's former City Hall to be repurposed as a community center. Both projects were competitively bid, and Nash Industries was the lowest responsible bidder.

Nash Industries has proven to be a fair and reliable partner the City has counted on to deliver results our community is proud of.

Sincerely,

Brian Schneider
City Administrator



MONTGOMERY COUNTY SHERIFF'S OFFICE

#1 CRIMINAL JUSTICE DR. ★ CONROE, TX 77301

SHERIFF RAND HENDERSON

CONROE: 936★760★5871

To Whom It May Concern,

Nash Industries Inc. has been a Montgomery County Sheriff's Office go-to General Contractor for the past three (3) years.

Nash Industries Inc., has completed multiple projects for the Montgomery County Sheriff's Office, including remodels to ground up projects. From flatwork to civil work and consulted on projects when second opinions were requested.

As Facilities Manager, I have been very pleased with the overall quality of workmanship, scheduling and budget compliance. We feel that the team at Nash Industries Inc. goes above and beyond the scope of work for their clients and would recommend their services.

Chad Jamieson, Manager

Law Enforcement Services Division

936-760-5825

TEXAS SOUTHERN UNIVERSITY
3100 CLEBURNE STREET • HOUSTON, TEXAS 77004
713-313-7011



FACILITIES SERVICES

RE: Nash Industries Inc

To Whom It May Concern,

I am writing this letter to recommend to you the excellent services of Nash Industries Inc. Texas Southern University and Nash Industries Inc have been working together for the last several years. They provide us with General Contracting and JOC work. They pay attention to detail, and are very schedule oriented.

Christopher Nash has really helped the University throughout the years.

I am confident about the services of Nash Industries Inc, and I highly recommend their services.

Feel free to contact me for any questions you might have.

Re : s

gard

Kenny Gates, Director of Construction
Texas Southern University
3443 Cleburne Street
Houston, Texas 77004
Office: 713-313-7092
Email: Kenny.gates@tsu.edu



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Insurance Information

Nash Industries, Inc.
6610 Supply Row Houston TX 77011
O: 281-829-4815 | F: 281.783.2458



BUILDING A LEGACY OF EXCELLENCE

Form 1295

Nash Industries, Inc.
6610 Supply Row Houston TX 77011
O: 281-829-4815 | F: 281.783.2458

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Nash Industries Inc
 Houston, TX United States

Certificate Number:
 2020-652057

Date Filed:
 08/02/2020

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Fort Bend County

Date Acknowledged:
 08/25/2020

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 B20-085
 General Contracting Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)